

CONTRACT #15
RFS # 317.03-121
FA # 06-16481-00

**Department of Finance &
Administration
Office for Information
Resources**

VENDOR:
NIC USA, Inc.



Received FLC
6-13-08
3:50 PM

**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**OFFICE FOR INFORMATION RESOURCES
312 ROSA L. PARKS AVENUE
SUITE 1700, TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-1102
(615) 741-3735
FAX (615) 741-6164**

**DAVE GOETZ
COMMISSIONER**

**MARK BENDEL
CHIEF INFORMATION OFFICER**

June 13, 2008

Mr. James W. White
Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN

Dear Sir:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with NIC USA, Inc. for the provision of an internet portal and associated support services for the State. The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

To facilitate the Committee's review, we present the following summary of the amendment:

1. The Amendment adds services but does not increase the maximum liability.
2. The Amendment will add the ability for NIC USA, Inc. to provide maintenance, support, and programming services for non-Portal, browser-based applications, in particular .NET.

The .NET services, previously provided by OIR to other agencies, were phased out because of diminished need. Because NIC USA, Inc. currently provides these services for Portal applications, it was determined that they were the best solution to provide the services to the few remaining agencies that still require them.

3. The Amendment also adds State directory assistance services, which are currently provided by OIR, to the NIC contract. The State is in the process of contracting with NIC to develop Portal-based advanced phone directory application to reduce the citizens' dependence on directory assistance operators. As a natural extension of this application the State wishes NIC to assume responsibility for providing directory lookup services for citizens who do not have direct computer access. In these cases, NIC will enter the citizen's request into the system and verbally respond with the required information. NIC already has a call center in place to interface with citizens in support of existing e-government applications.

Thank you for your consideration of this request. We look forward to appearing before the Committee at its next scheduled meeting.

Sincerely,

Mark Bengel
Chief Information Officer

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS # 317.03-121-06

2) State Agency Name : Finance & Administration

EXISTING CONTRACT INFORMATION

3) Service Caption : Provision of an internet portal and associated support services

4) Contractor : NIC USA, Inc.

5) Contract # FA-06-16481-00

6) Contract Start Date : 8/28/2005

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : 8/27/2010

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$10,245,300.00

PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment # 4

10) Proposed Amendment Effective Date : 8/15/2008
(attached explanation required if date is < 60 days after F&A receipt)

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : 8/27/2010

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$10,245,300.00

13) Approval Criteria :
(select one)

☒ use of Non-Competitive Negotiation is in the best interest of the state

☐ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service :

This amendment will 1) add the capability for NIC to provide maintenance, support, and programming services for other browser-based applications in addition to Portal applications and 2) expand the NIC call center functionality to include the answering of State directory assistance calls received at the State's existing Directory Assistance number, (615) 741-3011.

15) Explanation of Need for the Proposed Amendment :

Maintenance, support, and programming services for other browser-based applications were previously available from OIR. However, the agencies were not required to use OIR for these services and could opt to have their own staff perform them. With most of the larger agencies using internal staff, there was limited need for the services from OIR and mainly from the small agencies. Therefore, with the need diminishing and the cost to maintain staff for these services difficult to justify, OIR discontinued the services. Since NIC was already providing similar services for Portal applications, it was determined that they were the best solution to provide these

services to the few remaining agencies that needed the services.

State directory assistance services are currently provided by OIR. These services represent the only direct citizen interface from OIR and do not fall within the core function of OIR in providing Information Technology (IT) enterprise services to the State agencies. NIC currently provides and supports the Internet application for State directory assistance to citizens. This support includes call center functionality for questions from citizens that arise from use of the application, such as the inability to locate the desired number. The move of these services from OIR to NIC will consolidate the citizen interface for State directory assistance with NIC.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

NIC USA, Inc. Contact: Craig Shinn, 150 4th Avenue North, Suite 510, Nashville, TN 37219 phone: (615) 313-0335

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

There were no efforts made to identify other procurement alternatives since 1) NIC has performed similar maintenance, support, and programming services satisfactorily for the State for several years and NIC knows and meets state IT standards, policy, and configuration requirements, and 2) NIC is already providing the Internet application for State directory assistance to citizens and the call center functions associated with the application.

21) Justification for the Proposed Non-Competitive Amendment :

NIC provides similar maintenance, support, and programming services for State and Portal applications. NIC has the resources in place and knows the State's IT infrastructure and policies. There will be little to no learning curve for NIC to provide these services due to a familiarity with the State's application environment.

The State is in the process of contracting with NIC to develop Portal-based advanced phone directory application to reduce the citizens' dependence on directory assistance operators. As a natural extension of this application the State wishes NIC to assume responsibility for providing directory lookup services for citizens who do not have direct computer access. In these cases, NIC will enter the citizen's request into the system and verbally respond with the required information. NIC already has a call center in place to interface with citizens in support of existing e-government applications.

In addition to providing enhanced services to the citizens, there are estimated cost savings of approximately \$33,000 per year for NIC to manage State directory assistance calls. It is anticipated that the enhanced application will reduce the number of calls and produce additional cost savings since the actual call volume and pricing will be reviewed every six (6) months for potential cost adjustment and reduction.

There will be no increase in the Maximum Liability of the Contract to add the two services.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)

M. D. Boetz
mda

6-13-08

Agency Head Signature

Date

**AMENDMENT FOUR
TO FA-06-16481-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and NICUSA, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Attachment A, Section A.8 is deleted in its entirety and replaced with the following:

A.8. Self-Supporting State Service Portal – Business Model

It is the State's intention that the State Service Portal will be financially self-supporting. The Contractor will be responsible for funding all up-front and ongoing investment and operational costs. The Portal Contractor will be paid for services delivered by the State Service Portal based upon the payment methodology defined in RFP Attachment 6.1, *Pro Forma* Contract, Section C.3, Payment Methodology and any subsequent amendments.

The State uses a combination of funding models to maintain a self-sustaining portal. Those funding mechanisms are:

Transaction Based – A successful transaction, used in this procurement and the resulting Contract, is defined as "a service rendered and payment complete". A transaction-based application is defined as an online application that has activity that occurs and is reported to the sponsoring agency. The Portal performs a service for the customer, records the transaction data and the corresponding payment and provides a daily accounting of the activity. The money for the service is paid to the sponsoring department and the sponsoring department is then invoiced for the cost of the Portal service at the rates the Contractor proposed in RFP Attachment 6.1, *Pro Forma* Contract, Section C.3, Payment Methodology.

Transaction fees are collected as follows:

- Using the State's merchant servicer, the State collects the full transaction amount. The Portal Contractor then submits an invoice each month based on the number of successfully completed transactions processed. Once the invoice has been reconciled by the supporting agency and the Department of Finance and Administration, Division of Accounts, the State issues payment to the Portal Contractor. This is the primary method of transaction fee collection for the Portal.
- Using the Portal Contractor's merchant servicer, the Portal Contractor collects any fee as well as the Portal Contractor's transaction fee. The Portal Contractor then transfers the State's portion of the transaction fee into a State account via automated clearinghouse (ACH) debit. Currently, only three (3) applications' fees are collected using this method. (See Contract Attachment E, Current Portal Applications) They are:
 - Batch & Interactive Moving Vehicle Online Requests,
 - Interactive Vehicle Title Registration,
 - Driver's License Inquiry.

Subscription Based - Subscription based applications are those applications in which the Portal performs a service for a customer, and in some cases, captures the full financial transaction and provides payment to the sponsoring department once the service is complete. A subscriber is issued a user ID and password which allows access to the application. The portal must log subscription service transactions and provides monthly reconciliation reports to agency.

Time and Material – A time and material application is one in which a one-time development fee is charged to the agency by the Contractor. When an application is developed, deployed and accepted by the State, the agency pays the Contractor for the delivered application.

Application Hosting – Portal and Other Browser-Based applications hosted at the Contractor's site may also have a monthly fee to host the application on Contractor equipment and support maintenance of the application and on-going operation. Application maintenance includes but is not limited to error correction and modifications to the application as required for system upgrades. Enhancements, major changes to the business function that require significant modifications to the application, will be funded by Consulting Services Hourly Rates (see Contract Attachment A, Section A.11).

Use of Proceeds – The Portal Contractor will use the proceeds earned from these funding models to:

1. recoup the Portal Contractor's original investment and provide a reasonable rate of return on investment;
 2. cover the Portal Contractor's operational costs, and; provide on-going marketing, customer service and maintenance for existing Portal applications.
2. The text of Contract Attachment A, Section A.11 is deleted in its entirety and replaced with the following:

A.11. Consulting Services

State agencies may have a need for assistance in designing Web pages, publishing content or developing the back-end processes to support Portal applications. Agencies may also need assistance developing and modifying other browser-based applications, such as intranet applications (referred to, for purposes of this Contract as "Other Browser-Based)." Contract Attachment B, Consulting Classification Skills, defines the required skills for each consultant classification. The Contractor will be paid on an hourly rate for designated classifications for use by the State agencies for such services.

It is not the intent of the State to utilize this contract for the general consulting services required by the State in the technology area, but to provide a capability for services to be provided when they are directly related to a Portal or Other Browser-Based project.

3. The text of Contract Section E.2 is deleted in its entirety and replaced with the following:

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Saundra Farrington
Department of Finance and Administration
16th Floor, William R. Snodgrass TN Tower
312 8th Avenue North
Nashville, TN 37243
Email: Saundra.Farrington@state.tn.us
Telephone # 615-253-8623

FAX # 615-532-0471

The Contractor:

Craig Shinn, General Manager
NICUSA, Inc.
150 4th Avenue North, Suite 510
Nashville, TN 37219
Email: craig@egovtn.org
Telephone # 615-313-0335
FAX # 615-313-0301

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

4. The following provision is added as Contract Section A.10:

A.10 The Contract shall establish and maintain a Call Center capability for the purpose of answering directory assistance calls for the State. The center will answer the existing State Directory Assistance number, (615) 741-3011.

A.10.a The Contractor shall:

- i. Answer calls, determine the correct department or person to meet the caller's inquiry, transfer the caller to the correct destination when possible, and provide the telephone number of the destination to the caller.
- ii. Provide Directory Assistance service from 7:00 am to 5:00 pm, Monday to Friday except for State holidays.
- iii. Meet the Goal of Service as follows: 80% of all calls will be answered in 20 seconds or less. This shall be met 90% of the time and any time the service level falls below the requirement for a month, provide analysis of the situation and a plan to improve service to meet the goal.
- iv. Insure the Abandoned Call volume shall not exceed 3% for three continuous months and for any period that exceeds this standard provide analysis of the situation and a plan to improve service to meet the goal.
- v. Use the T-Metrics system data base as the reference source for Directory Assistance information and the associated Softphones.
- vi. Update the T-Metrics data base with changes provided to them by State Agencies in the course of providing the Directory Assistance service.
- vii. Provide to OIR updates of the T-Metrics information every two weeks.
- viii. Use the Perimeter Technology VU-ACD/100 report generated from the ACD system as the source for determining the service goal and Abandoned Call rates.

A.10.a The State shall:

- i. Provide and maintain the T-Metrics database of information for use by the Contractor.
- ii. Work with the Contractor in initial training and turnover of responsibilities.

- iii. Accept the T-Metrics update from Contractor, enter it into the State system for update and provide the update to Contractor.
 - iv. Provide reports to track call volume, Goals of Service and Abandoned Call rates.
 - v. Provide the T-Metrics software and existing Softphones.
5. The text of Contract Section C.3.d. is deleted in its entirety and replaced with the following:

C.3.d. Consulting Classification Skill Fees. The Contractor shall be compensated for each Consulting Classification Skill, based on the following payment rates per hour.

<u>SERVICE UNIT/MILESTONE - Rate per hour</u>	<u>AMOUNT</u>
Web Designer	\$115.00
Web Publisher	\$77.00
Advanced Web Publisher	\$110.00
Web Programmer/Analyst	\$110.00
Advanced Web Programmer/Analyst	\$121.00

The State will compensate the Contractor for consulting services to develop or enhance applications that are categorized as Portal or Other Browser-Based, as described in Contract Attachment A, Section A.11, using the above consulting rates. The PAC will be the sole determiner if the application is Portal or Other Browser-Based. If consulting services are in support of an Other Browser-Based application, the cost of the project must be less than Two Hundred Fifty Thousand Dollars (\$250,000); furthermore, the total for Other Browser-Based application development cannot exceed Seven Hundred Fifty Thousand Dollars (\$750,000) over the life of this Contract.

6. The following provision is added as Contract Section C.3.h:

C.3.h. The State will compensate the Contractor on a monthly basis for Call Center services, commensurate with the volume of calls answered, as follows:

CALL VOLUME LEVEL	AMOUNT
Up to and including 9,500 calls per month. This shall be referred to as the "Baseline Call Volume."	\$10,250.00 per month
Each call over 9,500 in a given month.	\$1.10 per call

- C.3.h.i. At the end of twelve (12) months from the effective date of this Amendment, the State shall review the call volume and pricing. If the call volume for each of the previous 12 months is thirty-three percent (33%) or more below the Baseline Call Volume, the vendor shall reduce the Baseline Call Volume payment amount of \$10,250.00 by thirty-three (33%). The State shall effect this new rate through an amendment to the Contract, and the amended rate shall be in effect for the remainder of the Contract term.

The revisions set forth herein shall be effective August 15, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.



FAX/EMAIL TRANSMITTAL

to Request OIR Procurement Endorsement

TO : Jane Chittenden, Director
OIR Procurement & Contract Management **FAX # 741-6164**

FROM : Saundra Farrington, Portal Contract
Administrator, OIR **FAX # 532-0471**

DATE : March 30, 2008

RFS # 317.03-121-06

RE : Procurement Endorsement — Portal Services

INFORMATION SYSTEMS PLAN PROJECT: N/A

NUMBER OF FAX PAGES (including cover) : N/A

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call **Saundra Farrington at 615-253-8623**.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

OIR Endorsement :

Mark Bengel (gc)

5/30/08

OIR Chief Information Officer

Date



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

312 EIGHTH AVENUE NORTH
SUITE 2100 TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243
(615) 741-0300
FAX (615) 532-8532

DAVE GOETZ
COMMISSIONER

MIKE MORROW
DEPUTY COMMISSIONER
FOR OPERATIONS

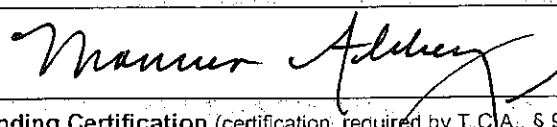
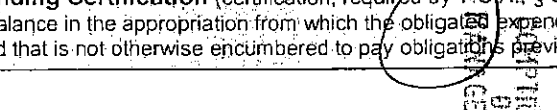
MEMORANDUM

TO: Robert Barlow
FROM: Maureen Abbey *MDA*
SUBJECT: Documentation of Exigent Commissioner Signature
DATE: June 13, 2008

The attached Non-Competitive Amendment Request is signed by me, rather than by the Commissioner himself, as is normally required for this form. This is due to the Commissioner being out of the office today and the need to get this documentation to the Fiscal Review Committee by no later than close of business today to meet the FRC's 60-day lead time.

Thank you for your consideration of this matter.

8-8-05

RFS #		Contract #	
317.03-121-06		FA-06-16481- 03	
State Agency		State Agency Division	
Department of Finance and Administration		Office for Information Resources (OIR) Travis Johnson - 741-5727	
Contractor Name		Contractor ID # (FEIN or SSN)	
NICUSA, Inc.		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 481124536	
Service Description			
Portal services. Amendment adds a new Application Hosting Fee in accordance with Contract Section E.22. Amendment does not affect dollars.			
Contract Begin Date		Contract End Date	
08/28/2005		08/27/2010	
SUBRECIPIENT or VENDOR?		CFDA #	
VENDOR			
Mark, if Statement is TRUE			
<input checked="" type="checkbox"/> Contractor is on STARS as required		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required	
Allotment Code		Cost Center	
317.03		091	
Object Code		Fund	
082		12	
Funding Grant Code		Funding Subgrant Code	
FY		State	
2006			
2007			
2008			
2009			
2010			
2011			
TOTAL:			
Federal		Interdepartmental	
Other		TOTAL Contract Amount	
		\$1,600,000.00	
		\$1,900,000.00	
		\$2,200,000.00	
		\$2,500,000.00	
		\$2,000,000.00	
		\$45,300.00	
		\$10,245,300.00	
— COMPLETE FOR AMENDMENTS ONLY —			
FY		Base Contract & Prior Amendments	
2006		\$1,600,000.00	
2007		\$1,900,000.00	
2008		\$2,200,000.00	
2009		\$2,500,000.00	
2010		\$2,000,000.00	
2011		\$45,300.00	
TOTAL:		\$10,245,300.00	
End Date:		08/27/2010	
		08/27/2010	
State Agency Fiscal Contact & Telephone #			
Maureen Abbey 741-6070			
State Agency Budget Officer Approval			
			
Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)			
			
RECEIVED JUN 29 PM 2:22 OFFICE OF THE COMPTROLLER OF THE GENERAL SERVICES			
Contractor Ownership			
<input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Hispanic <input type="checkbox"/> Small Business <input type="checkbox"/> NOT minority/disadvantaged			
<input type="checkbox"/> Asian <input type="checkbox"/> Female <input type="checkbox"/> Native American <input type="checkbox"/> OTHER minority/disadvantaged—			
Contractor Selection Method			
<input type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Alternative Competitive Method			
<input type="checkbox"/> Non-Competitive Negotiation <input type="checkbox"/> Government <input type="checkbox"/> Other			
Procurement Process Summary			

**AMENDMENT 3
TO CONTRACT FA-06-16481-00**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and NICUSA, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following Service Unit/Milestone and Amount to Section C.3.c, Application Hosting Fees:

<u>SERVICE UNIT/MILESTONE – Per application</u>	<u>AMOUNT</u>
Unclaimed Property	\$660.00 per month

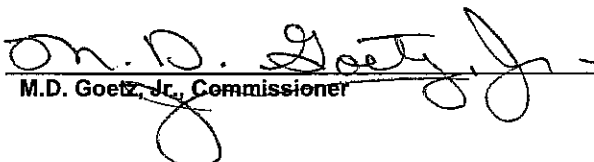
The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

NICUSA, INC.:

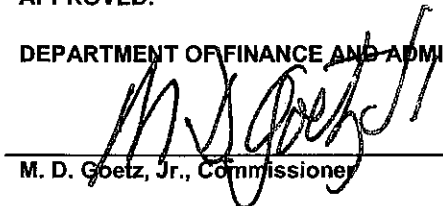
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Angela Fultz Nordstrom, General Manager, Tennessee
Information Division Date 5/30/06

DEPARTMENT OF FINANCE AND ADMINISTRATION:

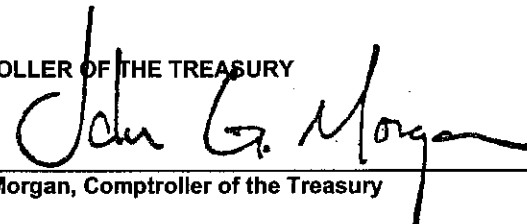
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M.D. Goetz, Jr., Commissioner Date 6-22-06

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

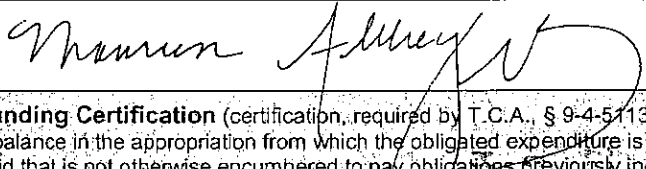
 _____
M. D. Goetz, Jr., Commissioner Date JUN 28 2006

COMPTROLLER OF THE TREASURY

 _____
John G. Morgan, Comptroller of the Treasury Date 6/30/06

CONTRACT SUMMARY SHEET

8-8-05

RFS #		Contract #																									
317.03-121-06		FA-06-16481-02																									
State Agency		State Agency Division																									
Department of Finance and Administration		Office for Information Resources (OIR) Travis Johnson - 741-5727																									
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TOTAL			\$10,245,300.00																								
<div style="border: 2px solid black; padding: 10px; width: fit-content; margin: auto;"> OCR RELEASED MAR 10 2006 TO ACCOUNTS </div>																											
— COMPLETE FOR AMENDMENTS ONLY — <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">FY</th> <th style="width: 40%;">Base Contract & Prior Amendments</th> <th style="width: 50%;">THIS Amendment ONLY</th> </tr> </thead> <tbody> <tr><td>2006</td><td>\$1,600,000.00</td><td></td></tr> <tr><td>2007</td><td>\$1,900,000.00</td><td></td></tr> <tr><td>2008</td><td>\$2,200,000.00</td><td></td></tr> <tr><td>2009</td><td>\$2,500,000.00</td><td></td></tr> <tr><td>2010</td><td>\$2,000,000.00</td><td></td></tr> <tr><td>2011</td><td>\$45,300.00</td><td></td></tr> <tr><td>TOTAL</td><td>\$10,245,300.00</td><td></td></tr> </tbody> </table>			FY	Base Contract & Prior Amendments	THIS Amendment ONLY	2006	\$1,600,000.00		2007	\$1,900,000.00		2008	\$2,200,000.00		2009	\$2,500,000.00		2010	\$2,000,000.00		2011	\$45,300.00		TOTAL	\$10,245,300.00		State Agency Fiscal Contact & Telephone # Maureen Abbey 741-6070 State Agency Budget Officer Approval  Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
FY	Base Contract & Prior Amendments	THIS Amendment ONLY																									
2006	\$1,600,000.00																										
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End Date:	08/27/2010	08/27/2010																									
Contractor Ownership																											
<input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Hispanic <input type="checkbox"/> Small Business <input type="checkbox"/> NOT minority/disadvantaged <input type="checkbox"/> Asian <input type="checkbox"/> Female <input type="checkbox"/> Native American <input type="checkbox"/> OTHER minority/disadvantaged—																											
Contractor Selection Method																											
<input type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Alternative Competitive Method <input type="checkbox"/> Non-Competitive Negotiation <input type="checkbox"/> Government <input type="checkbox"/> Other																											
Procurement Process Summary																											

MAR 1 2006

DIRECTOR OF ACCOUNTS

**AMENDMENT 2
TO CONTRACT FA-06-16481-00**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and NICUSA, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.3.c in its entirety and insert the following in its place:

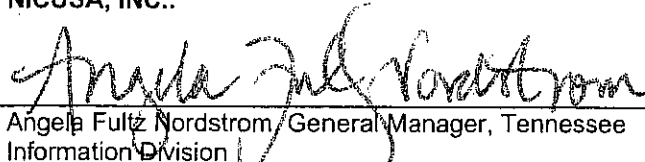
C.3.c Application Hosting Fees. The Contractor shall be compensated for application hosting fees, based on the following existing applications hosting fee per application per month:

<u>SERVICE UNIT/MILESTONE - Per application</u>	<u>AMOUNT</u>
ABC Server Licensing	\$660.00 Per Month
Unemployment Benefits & Weekly Certification	\$660.00 Per Month
Childcare Attendance	\$660.00 Per Month
Child Support Payment History	\$660.00 Per Month
Election Campaign Finance	\$660.00 Per Month
Streamlined Sales Tax	\$660.00 Per Month
Lobbyist Registration	\$660.00 Per Month
Criminal Justice Portal	\$660.00 Per Month
One Stop Business Resource	\$0.00 Per Month
New hosting fee	\$660.00 Per Month
Sales Tax Electronic Data Interchange (EDI)	\$660.00 Per Month
Meth Offender Registry	\$660.00 Per Month

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.


IN WITNESS WHEREOF:

NICUSA, INC.:


Angela Fultz Nordstrom, General Manager, Tennessee
Information Division

1/20/06
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

1-26-06
Date



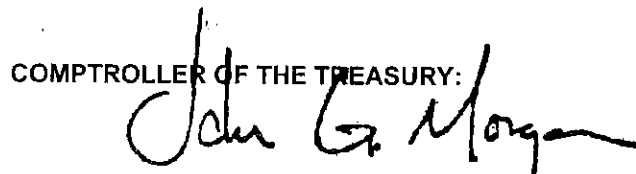
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

 MAR 02 2006
M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

3/8/06
Date

C O N T R A C T S U M M A R Y S H E E T

8-8-05

RFS #				Contract #			
317.03-121				FA-06-16481- <u>01</u>			
State Agency				State Agency Division			
Department of Finance and Administration				Office for Information Resources (OIR) Travis Johnson - 741-5727			
Contractor Name				Contractor ID # (FEIN or SSN)			
NICUSA, Inc.				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 481124536			
Service Description							
Portal services. Amendment reduces dollars to correct an error in calculating the total contract amount.							
Contract Begin Date		Contract End Date		SUBRECIPIENT or VENDOR?		CFDA #	
08/28/2005		08/27/2010		VENDOR			
Mark, if Statement is TRUE							
<input checked="" type="checkbox"/> Contractor is on STARS as required				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required			
Allotment Code		Cost Center		Object Code		Fund	
317.03		091		082		12	
Funding Grant Code		Funding Subgrant Code					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2006			\$1,600,000.00		\$1,600,000.00		
2007			\$1,900,000.00		\$1,900,000.00		
2008			\$2,200,000.00		\$2,200,000.00		
2009			\$2,500,000.00		\$2,500,000.00		
2010			\$2,000,000.00		\$2,000,000.00		
2011			\$45,300.00		\$45,300.00		
TOTAL:			\$10,245,300.00		\$10,245,300.00		

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY		
2006	\$5,000,000.00	(\$3,400,000.00)		
2007	\$6,000,000.00	(\$4,100,000.00)		
2008	\$8,833,333.00	(\$6,633,333.00)		
2009	\$9,333,333.00	(\$6,833,333.00)		
2010	\$9,333,333.00	(\$7,333,333.00)		
2011	\$378,587.00	(\$333,287.00)		
TOTAL:	\$38,878,586.00	(\$28,633,286.00)		
End Date:	08/27/2010	08/27/2010		

Contractor Ownership				
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged	
Contractor Selection Method				
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method		
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other		
Procurement Process Summary				

OCR RELEASED
 NOV 17 2005
 TO ACCOUNTS

Walter Adkins
 State Agency Budget Officer Approval

Funding Certification (certification required by T.C.A. § 9-4-513 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

RECEIVED
 NOV - 8 PM 24
 COMPTROLLER'S OFFICE
 MANAGEMENT SERVICES

NOV 18 2005
 DIRECTOR OF ACCOUNTS

**AMENDMENT 1
TO CONTRACT FA-06-16481-00**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and NICUSA, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1 in its entirety and insert the following in its place:

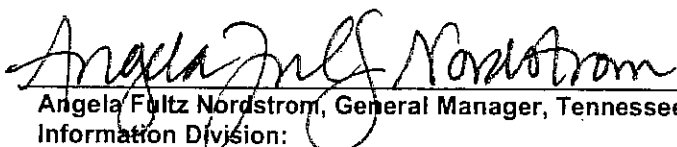
C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Ten Million, Two Hundred Forty-Five Thousand, Three Hundred Dollars (\$10,245,300.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

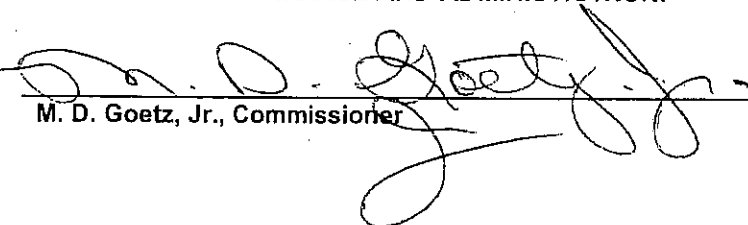
IN WITNESS WHEREOF:

NICUSA, INC.:


Angela Fultz Nordstrom, General Manager, Tennessee
Information Division:

10/19/05
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

10-26-05
Date

APPROVED:


DEPARTMENT OF FINANCE AND ADMINISTRATION:

MD Goetz Jr NOV 08 2005
M. D. Goetz, Jr., Commissioner Date

COMPTROLLER OF THE TREASURY:

John G. Morgan 11/15/05
John G. Morgan, Comptroller of the Treasury Date

CONTRACT SUMMARY SHEET

RFS Number	317.03-121			Contract Number	FA 06-1648 FV8		
State Agency	Department of Finance and Administration			Division	OIR		
Contractor				Contractor Identification Number			
NICUSA, Inc.				<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	481124536		
Service Description							
Portal Services							
Contract Begin Date				Contract End Date			
08/28/2005				08/27/2010			
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	
317.03	091	082	12	<input type="checkbox"/> on STARS			
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)		
2006			\$5,000,000.00		\$5,000,000.00		
2007			\$6,000,000.00		\$6,000,000.00		
2008			\$8,833,333.00		\$8,833,333.00		
2009			\$9,333,333.00		\$9,333,333.00		
2010			\$9,333,333.00		\$9,333,333.00		
2011			\$378,587.00		\$378,587.00		
Total			\$38,878,586.00		\$38,878,586.00		
CFDA #				Check the box ONLY if the answer is YES:			
State Fiscal Contact				Is the Contractor a SUBRECIPIENT? (per OMB A-133)			
Name	Maureen Abbey			Is the Contractor a VENDOR? (per OMB A-133)			
Address	20 th Floor, Snodgrass TN Tower			Is the Fiscal Year Funding STRICTLY LIMITED?			
Phone	741-6070			Is the Contractor on STARS?			
Procuring Agency Budget Officer Approval Signature				Is the Contractor's FORM W-9 ATTACHED?			
				Is the Contractor's Form W-9 Filled with Accounts?			
				X			
COMPLETE FOR ALL AMENDMENTS (only)				Funding Certification			
	Base Contract & Prior Amendments	This Amendment ONLY		Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.			
END DATE →				RECEIVED AUG 24 PM 1:21 COMPTROLLER'S OFFICE MANAGEMENT SERVICES			
FY:							
FY:							
FY:							
FY:							
Total							

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
NICUSA, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and NICUSA, Inc., hereinafter referred to as the "Contractor," is for the provision of an Internet Portal and associated support services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

Tennessee Information Division
414 Union Street, Suite 910
Nashville, TN 37219

The Contractor's place of incorporation or organization is Kansas.

A. SCOPE OF SERVICES:

- A.1. General Scope of the State Service Portal Project. The Contractor agrees to provide Portal Services in accordance with the requirements expressed herein and in the *Request for Proposals for Portal Services*, hereinafter referred to as the "RFP".

State Service Portal Requirements. The Contractor agrees to deliver a State Service Portal in accordance with requirements stated in the following Contract Attachments:

Attachment A: Technical Requirements
Attachment B: Consulting Classification Skills
Attachment C: Liquidated Damages
Attachment D: Network Topology Diagram Examples
Attachment E: Current Portal Applications
Attachment F: Proposed Portal Application Abstracts
Attachment G: Billing Requirements
Attachment H: Tennessee Information Resources Architecture

- A.2. Transaction Based Services. The Contractor shall provide transaction based services in accordance with the requirements stated in Contract Attachment A, Section A.8, Self-Supporting State Service Portal – Business Model.

The State will compensate the Contractor for transaction based services as described in Contract Section C.3.a.

- A.3. Subscriber Services. The Contractor shall provide subscriber services in accordance with the requirements stated in Contract Attachment A, Section A.8, Self-Supporting State Service Portal – Business Model.

The State will compensate the Contractor for Subscriber Services as described in Contract Section C.3.b.

- A.4. Application Hosting Services. The Contractor shall provide application hosting services in accordance with the requirements stated in Contract Attachment A, Section A.8, Self-Supporting State Service Portal – Business Model.

The State will compensate the Contractor for Application Hosting Services as described in Contract Section C.3.c.

- A.5. Consulting Services. The Contractor shall provide consulting services in accordance with the requirements stated in Contract Attachment A, Section A.11, Consulting Services.

There is no guarantee that the State will use any of the Contractor's Consulting Services. The State must approve and authorize the usage of Consulting Services.

The State will compensate the Contractor for Consulting Services as described in Contract Section C.3.d.

- A.6. New Portal Applications. The Contractor shall develop and host new portal applications in accordance with the requirements stated in Contract Attachment A.
- A.7. Portal Transition. The Contractor shall transition the Portal and all associated applications in accordance with the requirements as stated in Contract Attachment A, Section A.15.1, Transition of Current Portal Environment.
- A.8. The Contractor shall maintain copies of the Portal Services Work Products and Contractor Proprietary Products source code in escrow with an escrow company pre-approved by the State. The Contractor shall pay all fees associated with placing and maintaining the source code in escrow.
 - A.8.a. Upon the State's written acceptance of the transition of Portal Services from the former vendor to the new Contractor, the Contractor shall submit to the State a letter naming the escrow company that the Contractor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The State will indicate its approval or disapproval in writing.
 - A.8.b. Within fifteen (15) calendar days after the State has provided to the Contractor the written approval of a recommended escrow company, the Contractor shall place the source code in escrow with the approved escrow company. The Contractor shall provide the State with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the source code directly from the escrow company in the event of Contractor default as described below. Throughout the term of the contract, the Contractor shall ensure that the source code in escrow is kept current with the State's production environment, matching the State's production version level, including any upgrades, enhancements, or new releases that are applied to the State's system.
 - A.8.c. If for any reason during the term of the contract the Contractor becomes unable to fulfill its obligations as described herein, the Contractor agrees to deliver the source code held in escrow to the State. In the event that the Contractor fails to deliver the source code in a timely manner, as determined by the State, the State may obtain the source code directly from the escrow company.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on August 28, 2005 and ending on August 27, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Thirty-Eight Million, Eight Hundred Seventy-Eight Thousand, Five Hundred Eighty-Six Dollars (\$38,878,586.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A.

C.3.a Per Transaction Fees. The Contractor shall be compensated based upon the following existing Portal applications per transaction basis:

<u>SERVICE UNIT/MILESTONE - Per transaction</u>	<u>AMOUNT</u>
Driver's License Renewals	\$2.50
Driver's License Reinstatements	\$1.00
Professional License Renewals	\$3.50
Hall Income Tax	\$2.50
Governor's Technology Conference Registration	\$1.00
Prevailing Wage Survey	\$4.00
Interactive Vehicle Title Registration	\$1.00
Local Government Investment Pool	\$2.00
Batch & Interactive Moving Vehicle Online Requests	\$2.00
State Park Reservations	\$2.50
Online State Job Applications	\$1.00
Professional Privilege Tax	\$1.50
Sales and Use Tax	\$1.00
Agriculture Pesticide Registration	\$2.50
Consumer Use Tax	\$1.00
Franchise & Excise Tax	\$2.50
Business Tax Registration	\$2.50
Duplicate Driver's License	\$1.50
Driver's License Inquiries	\$1.00
Online Debit Payments	\$0.75
Labor & Workforce Development Case Management & Utilization Review	\$1.00
Auctioneer License Renewal	\$3.50

C.3.b Subscriber Fees. The Contractor shall be compensated for securing and supporting Service Subscribers on a per subscriber basis, the following annual fee:

<u>SERVICE UNIT/MILESTONE - Per subscriber per year</u>	<u>AMOUNT</u>
(TennCare) Eligibility Verification	\$75.00 Per Subscriber, Per Year
Batch & Interactive Moving Vehicle Online Requests/Driver's	\$75.00 Per Subscriber,

License Inquiry/Interactive Vehicle Title Registration	Per Year
Local Gov't Investment Pool	\$75.00 Per Subscriber, Per Year
Online Bill Tracking System	\$25.00 Per Subscriber, Per Year
New Subscriber Fee	\$75.00 Per Subscriber, Per Year

- C.3.c Application Hosting Fees. The Contractor shall be compensated for application hosting fees, based on the following existing applications hosting fee per application per month:

<u>SERVICE UNIT/MILESTONE - Per application</u>	<u>AMOUNT</u>
ABC Server Licensing	\$660.00 Per Month
Unemployment Benefits & Weekly Certification	\$660.00 Per Month
Childcare Attendance	\$660.00 Per Month
Child Support Payment History	\$660.00 Per Month
Election Campaign Finance	\$660.00 Per Month
Streamlined Sales Tax	\$660.00 Per Month
Lobbyist Registration	\$660.00 Per Month
Criminal Justice Portal	\$660.00 Per Month
One Stop Business Resource	\$0.00 Per Month
New hosting fee	\$660.00 Per Month

- C.3.d Consulting Classification Skill Fees. The Contractor shall be compensated for each Consulting Classification Skill, based on the following payment rates per hour.

<u>SERVICE UNIT/MILESTONE - Rate per hour</u>	<u>AMOUNT</u>
Web Designer	\$115.00
Web Publisher	\$77.00
Advanced Web Publisher	\$110.00
Web Programmer/Analyst	\$110.00
Advanced Web Programmer/Analyst	\$121.00

- C.3.e Monthly Invoice Submission. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. The Contractor shall not be compensated for travel time to the primary location of service provision.

- C.3.f Payment Procedure. The State will pay the Contractor upon submission and approval of a consolidated invoice. Contract Attachment G, Billing Requirements, establishes the billing procedures as required by the State. The consolidated invoice must be broken down by State agency and related Portal application and must be available to the State in an electronic file format. The Contractor will capture relevant accounting information, including, but

not limited to transaction date, transaction time, transaction charge amount, transaction description, payment type, etc., so that Portal processing fees can be properly recorded in the State's financial system.

The Contractor must provide an on-line Subscriber Billing System for service subscribers. Subscribers must be able to access and review their invoices on-line over the Portal.

C.3.g. Rebate for New Portal Development. Each month, beginning September 1, 2005, throughout the Contract term, the Contractor shall rebate to the State ten percent (10%) of its "gross revenue" from "Batch and Interactive Moving Vehicle Online Requests" (MVOR) transactions for that month. **(The rebate requirement will not apply to any other Transaction Fee Type listed in Contract Section C.3.a.)** The rebate proceeds are intended to fund new portal applications, including those provided by the Contractor, determined by the State to be beneficial to the overall service delivery goals and objectives of the State Portal.

i. The monthly rebate amount will be calculated based on the Contractor's total gross transaction revenue for MVOR, after reconciliation with the Department of Safety. For example, the rebate amount for any given month would be calculated as follows:

- MVOR gross revenue = Total number of MVOR transactions multiplied by the MVOR transaction fee (see Contract Section C.3.a)
- Monthly rebate = MVOR gross revenue X .10

ii. The Portal Vendor must submit a report to the State Portal Manager listing the total number of MVOR transactions processed for the month in question forty-five (45) days after the end of that month. After the State has verified the Portal Vendor's reported revenue, the Portal Vendor will rebate the verified amount to the State. The monthly rebate will be remitted to the State via a monthly ACH transaction.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations with the following defined exception:

The State may require additional transaction fee services over the life of the contract. The Portal Advisory Committee (PAC), the management oversight body for the State Portal, has the authority to review and approve transaction amounts up to and including four dollars (\$4.00) per transaction without a contract amendment.

In the event that additional transaction fee services are added during the contract term, this shall be accomplished through a Memorandum of Understanding (MOU) between the Contractor and the State. Immediately upon execution, the MOU shall be filed with the Portal Services contract administrator and with the Comptroller of the Treasury.

Additional fees added as described above may, at some point, necessitate increasing the maximum liability expressed in Contract Section C.1. If this is the case, the State shall not add the fee(s) in question using an MOU. Instead, the State shall increase the maximum liability via amendment, and shall, at the same time, amend the contract to include the additional fee in question, along with any additional transaction fees that have been previously added through MOUs.

- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Confidentiality of Records," and "HIPAA Compliance" (sections D.6, D.7, E.15, and E.21). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Chris Yeiser
Department of Finance and Administration
18th Floor, William R. Snodgrass TN Tower
312 8th Avenue North
Nashville, TN 37243
Tele: 615-741-5144
Fax: 615-741-4589
Email: chris.yeiser@tn.state.us

The Contractor:

Angela Fultz Nordstrom
General Manager, Tennessee Information Division
NICUSA, Inc.
414 Union Street, Suite 910
Nashville, Tennessee 37219
Tele: 615-313-0303
Fax: 615-313-0301
Email: angela@tnanytime.org

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in referenced Contract Attachment C and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.
- (5) The State reserves the right to invoke the provisions of Contract Sections E.4.a.(3) or E.5 with regard to any fee listed in Contract Section C.3. However, such decision and the associated discontinuation (if any) of a Contractor revenue stream shall only affect the transaction fee(s) and potentially recoverable costs specific to the Partial Default or Partial Takeover event in question, and shall not affect other fees and potentially recoverable costs.
- (6) The contractor may request the opportunity to cure a breach of contract due to a problem in contract performance. Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time it will take to resolve the problem. The State's approval shall not be unreasonably withheld. This opportunity to "cure" shall not apply to circumstances in which the contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations.

- b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. If the Breach is such that a reasonable contractor would not have been aware of its occurrence, the Contractor shall notify the State in writing within 30 days of the time at which the Contractor should have been aware of the breach. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. Ownership of Work Products and Rights to Knowledge Obtained.
- E.6.a. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including application software, source code, or modifications thereof and associated documentation, created, designed, and/or developed solely for the State under this Contract (known collectively as "Work Products"). The State shall have royalty-free, non-exclusive, and unlimited rights to use, disclose, reproduce, and/or publish, for any purpose whatsoever, all said Work Products. The Contractor shall furnish the Work Products upon request of the State, in accordance with the Contract and applicable State law. With State approval, the Contractor will be able to use the application source code and documentation where they may have applicability with other state and local government entities.
- E.6.b. Contractor Proprietary Products. The Contractor shall retain ownership right, title, and interest in the portions of the Portal applications that were not developed using State moneys or resources, and that were complete and the property of the Contractor as of the effective date of the Contract (known as "Contractor Proprietary Products"). The following provisions apply:
- i. The Contractor hereby grants the State a perpetual, royalty-free, irrevocable, unlimited, and nonexclusive right to use the Contractor's Proprietary Products for the State's business purposes, including but not limited to, use for State's business purposes by any future service providers with whom the State may contract. The Contractor warrants that Contractor is duly authorized to grant this right. The State agrees not to sell or license Contractor Proprietary Products to other States or third parties for commercial purposes. "Commercial purposes" do not include the use of Contractor Proprietary Products in the course of State business for which a fee or charge is paid by a user of such services (such as a person using the State's Portal services to search State records or renew a license).
 - ii. At the State's request, the Contractor shall provide the State with source code for all Contractor Proprietary Products that make up the Portal applications, in order for the State or a future service provider to be able to modify the Portal applications as required for the State's own business purposes.
 - iii. The State shall take all reasonable steps to preserve the confidential and proprietary nature of the Contractor Proprietary Products. The State shall make reasonable efforts not to disclose or disseminate Contractor's proprietary information to any third party that is not an agent of the State.
- E.6.c. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- E.6.d. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.7. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to One Million Dollars (\$1,000,000.00), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than 08/28/05. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of One Million Dollars (\$1,000,000.00), may be substituted if approved by the State prior to its submittal.

- E.8. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of **Tennessee Code Annotated**, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by **Tennessee Code Annotated**, Section 12-7-103 (d).
- E.9. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.10. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.11. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.12. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- E.13. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.14. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.15. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and

federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

Notwithstanding the provisions of this section E.15, the Contractor shall not be deemed to be in breach for disclosures required by law, court order, or information intentionally released by the State to the public.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.16. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.17. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a message stating:
- "NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"
- Said message shall be displayed in a prominent place on the State Portal.
- E.18. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.20. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.
- E.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.22. Additional Portal Application Services. During the course of this Contract, the State may request the Contractor to design additional applications for the State Service Portal. The additional applications must be within the scope of this Contract. The State will provide the Contractor with documented requirements for the application and the Contractor will provide the requesting agency a proposed transaction fee or funding mechanism for the application. If the requesting agency and the Contractor mutually agree on the transaction fee or funding mechanism, the requested application and the associated transaction fee or funding mechanism will be reviewed by the Portal Advisory Committee (PAC). The PAC must approve and prioritize all Portal applications.
- E.23. Post-Contract Transition Services. The Contractor agrees to provide continuing services as the State transitions itself to receive such services from the subsequent Contractor. The services required are those as defined under this contract and shall be provided on a month-to-month basis for a period not to exceed twelve (12) months. Charges for these services shall be at the unit rates then current at the time of contract extension.

IN WITNESS WHEREOF:

NICUSA, INC.:

Angela Fultz Nordstrom
Angela Fultz Nordstrom, General Manager, Tennessee
Information Division:

7/27/05
Date

FINANCE & ADMINISTRATION:

M. D. Goetz, Jr.
M. D. Goetz, Jr., Commissioner

8/1/05
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr.
M. D. Goetz, Jr., Commissioner

8/19/05
Date

COMPTROLLER OF THE TREASURY:

John G. Morgan
John G. Morgan, Comptroller of the Treasury

8-25-05
Date

Technical Requirements

A.1 Overview of Project Objectives

Electronic delivery of government services and information through a single, Web-based State Service Portal for State government is the objective of this RFP. The Portal functions as the single-entry point for citizens, businesses and employees to access interactive information and transactional services. The Portal facilitates and significantly enhances the way citizens and businesses communicate and interact with the State.

Key objectives of the State Service Portal Request for Proposal (RFP) are:

- 1) Transition the **current** State Service Portal to production and operation status with all current services implemented and with a goal of increasing the number of available services and ever increasing use. The Portal must be in full production and fully operational by 11/29/05.
- 2) Ensure the maintenance and delivery of a visually appealing and consistent "look and feel" for the citizens and businesses visiting the Portal.
- 3) Integration of the State's current home page and corresponding Web pages that would link to and be accessible from the Portal.
- 4) Ensure the security of State applications and data by providing and operating a secure and confidential environment.
- 5) Provide the general public informational searches on State data regardless of data location.
- 6) Provide development and delivery of a continually expanding set of government services.
- 7) Procurement of a robustly designed Portal that is easily expandable to handle a large volume of users accessing the site for electronic delivery of governmental services.
- 8) Provide the capability for Portal users to personalize their Portal experience.
- 9) Develop and maintain the State's Credit Card Processing Engine.
- 10) Obtain a high percentage of adoption of the Portal as the preferred method for obtaining government services.
- 11) Provide superior customer service through the use of help desk, on-line help and email functions for government services developed and delivered through the Portal.

The State encourages Proposers to suggest relevant applications, tools or designs that will help encourage greater adoption of the portal by citizens and businesses.

It is the intention of the State that many of the services and information offered to the public via the State Service Portal will be free, while other services will involve cost. Some Portal services have fees charged on a subscription basis or on a per transaction basis.

A.2 Portal Experience and Abilities

Proposers must describe the experience of their organization to develop and maintain an enterprise-level government Internet Service Portal of the size and scope that will be required to support the State of Tennessee. Some of the experience and abilities the State is seeking from the Proposers are as follows:

- 1) Ability to provide an expedient implementation. Proposals must include examples of the Proposer's aggressive implementations based on previous portal delivery implementation deadlines and/or requirements.
- 2) Prior portal development and implementation experience. Descriptions must include examples and URL's showing the Proposer's performance on other State portal sites, government portal sites or major metropolitan county/city portals. Information provided about other portal sites must include the number of Web hits, the number and types of transactions processed, and the number of registered or subscription users.
- 3) Experience in delivering State government-oriented applications that can be customized for implementation on the State Portal. Descriptions must include such applications as, but not be limited to: Motor Vehicle Tag renewals, Environmental Licenses and Permits, Motor Vehicle Personalized Tag purchases.

- 4) Experience with technical architecture compatible with the requirements defined in State Technical and Architectural Standards, Section A.15.2 of Contract Attachment A, Technical Requirements.

A.3 Presentation of State Government Services and Information

The State Service Portal acts as a user-friendly, "one-stop shopping" site used by citizens and businesses alike for information dissemination and electronically delivered services that facilitate their respective business relationships with the State. It provides links to existing State information and sites on the Web. The site also highlights other desirable informational aspects of the State such as education, State parks, and the environment.

Portal design must answer the needs of its users by maintaining the design of Portal from the user perspective. Citizens and businesses naturally approach the State Service Portal from a number of different perspectives. The Portal design must enable a variety of approaches and respond with a number of methods for searching and linking information and services. A solid user interface is critical in the success of the State Service Portal with the citizen and business communities. Proposers must describe how they will maintain this "citizen centric" design.

The Contractor will follow State procedures and guidelines for Web development. The procedures and guidelines can be found on the Internet at www.tennessee.gov/governor/gwpp. Proposers must describe their Web development strategy, tools used in existing Internet sites and future plans for Web development tools.

The Portal must present government as a seamless entity. Citizen and business needs for information and services will be delivered by different agencies, but should be presented to the citizen or business as one. Citizens and businesses will not necessarily know which State agency they need to work with in order to accomplish their desired task, i.e. renewal of licenses, start-up of a new business and obtaining information. The Portal should make State government, agencies, and federal or local government appear as a seamless singular entity. Proposals must describe how Proposers will accomplish this "seamless" approach to government through their overall Portal design.

Proposals must indicate what types of directories or tools for navigation would be implemented to make existing State information and access capabilities more user-friendly, cohesive, and understandable. State agencies are responsible for the design and content of their own Web pages, but they may request consulting services from the Portal Contractor to redesign, modify, or provide increased functionality that will further enhance the State Service Portal. The Proposer will define the Portal methods used for navigation, searching and presentation of information so that State agency's Web pages linking to the Portal have a similar look and feel.

The Portal must convey a true sense of security and privacy to its users. Citizens and businesses, at times, transfer private and personal information through the State Service Portal by means of using the State's on-line services. The Portal must protect this personal and private information. For the users who cannot see the behind-the-scenes efforts to protect data, the Portal must be designed to communicate the level of security and privacy that is being utilized.

The overall design of the Portal must continue to accommodate the rapidly changing world of information technology, wide scale growth, and e-government. Designs must allow for flexibility in incorporating new capabilities for e-governance that come along with future advances in technology. Citizens and businesses will become accustomed to the new advances and features available on commercial Internet pages and come to expect the same for their State Service Portal site. Proposers must describe how they will incorporate future technical advances into the Portal design.

In the future, the State may plan to offer the ability for the State Service Portal users, if they choose, to personalize information they receive from the Portal. Personalized "views" of the State Service Portal would allow the users to identify areas of interest or geographic location, e.g. ZIP code, county, in order for the Portal to customize information and services to them. Proposers must address how this capability would be achieved during the process of Portal site development.

A.4 Consumer Access and Accessibility

The Contractor must make the Portal accessible via popular browsers such as Microsoft's Internet Explorer and Netscape Communicator. The Portal must accommodate a minimum standard for citizens using a browser equivalent to Microsoft Internet Explorer version 6.0 or greater or Netscape Communicator version 4.77 or greater.

A.4.1 Universal or Alternative Access

The Portal should be designed with the ability to accommodate other methods of accessing the Web that are increasingly becoming available through different services. Personal digital assistants (PDAs), Interactive Voice Response (IVR), kiosks, cell phones, and wireless access are among the different ways in which the general public is now able to access the Internet without the use of a traditional Web browser. It is anticipated that IVR will be the first such access method that will be implemented. Proposals must address how they would approach providing the same basic functionality being delivered over these different methods of access.

A.4.2 Multi-Language and Disabled Access

The Portal provides certain features for alternative languages, i.e. Spanish, in response to the growing number of diverse nationalities within Tennessee. The Proposers must address how multi-lingual issues would continue to be addressed on the Portal. The State will identify to the Contractor any needs for additional multi-lingual support.

The Proposer must describe support for State citizens who would need special features on the Portal to accommodate certain disabilities. The Proposer must define their ability to provide the same basic services to persons with disabilities as would be accessible to the general public. Adherence to Federal ADA guidelines and Section 508 of the Rehabilitation Act Amendments of 1998 are required.

A.5 Future Portal Applications

Proposers must describe their design, development and testing procedures for implementing the types of applications listed below as well as maintaining the Portal itself.

Other applications being planned or discussed include:

- Local Governments Tax Return
- Inheritance Short Form
- Online Motor Vehicle Tag Renewals
- Boiler and Elevator Portal Application
- Financial Institutions Online Fees and Renewals

An abstract of proposed applications is provided in Contract Attachment F, Proposed Portal Application Abstracts.

This is not intended to be a complete list of potential Portal applications. The Contractor will be responsible for applications deployed after the issuance of this RFP at the rate approved by the State, the existing Contractor and the sponsoring agency. The State will provide an updated list of applications after contract award.

Proposers must list and describe service applications similar to the ones listed above that they have developed and implemented which could be customized for use by the State. In addition, Proposers must recommend Internet and intranet applications that should be explored for development with portal access.

A.6 Portal Participation - State Agencies and Federal/Local Government

Many of the State's executive branch agencies actively participate in the Portal. All other State agencies are encouraged to participate to promote the "one-face" of government to the citizens and business community. The State invites and encourages participation by federal and local government, as well as higher education institutions.

Proposers will describe their plan for assisting the State in greater agency and governmental participation in the Portal.

A.7 Process Improvement

The Contractor will assist agencies in understanding and identifying areas where process improvement and streamlining through the deployment of Web applications will be beneficial, and in fostering partnering and cooperation among agencies that deliver services via the Portal.

Proposals must describe processes and plans for:

- Locating and re-structuring duplicate or redundant information, data, and services that are being delivered to overlapping customer bases.
- Combining information into a single system to improve customer service and raise program efficiency.
- Fostering a high degree of partnering among agencies and between government entities to reduce redundant, vertical applications.
- Conducting executive and management education and awareness programs to disseminate information on innovative ways to use the Portal to deliver government services.
- Facilitating the establishment and management of agency and Contractor partnerships that would plan and develop on-line services.

A.8 Self-Supporting State Service Portal - Business Model

It is the State's intention that the State Service Portal will be financially self-supporting. The Contractor will be responsible for funding all up-front and ongoing investment and operational costs. The Portal Contractor will be paid for services delivered by the State Service Portal based upon the payment methodology defined in RFP Attachment 6.1, *Pro Forma* Contract, Section C.3, Payment Methodology and any subsequent amendments.

The State uses a combination of funding models to maintain a self-sustaining portal. Those funding mechanisms are:

Transaction Based – A successful transaction, used in this procurement and the resulting Contract, is defined as "a service rendered and payment complete". A transaction-based application is defined as an online application that has activity that occurs and is reported to the sponsoring agency. The Portal performs a service for the customer, records the transaction data and the corresponding payment and provides a daily accounting of the activity. The money for the service is paid to the sponsoring department and the sponsoring department is then invoiced for the cost of the Portal service at the rates the Contractor proposed in RFP Attachment 6.1, *Pro Forma* Contract, Section C.3, Payment Methodology.

Transaction fees are collected as follows:

- Using the State's merchant servicer, the State collects the full transaction amount. The Portal Contractor then submits an invoice each month based on the number of successfully completed transactions processed. Once the invoice has been reconciled by the supporting agency and the Department of Finance and Administration, Division of Accounts, the State issues payment to the Portal Contractor. This is the primary method of transaction fee collection for the Portal.
- Using the Portal Contractor's merchant servicer, the Portal Contractor collects any fee as well as the Portal Contractor's transaction fee. The Portal Contractor then transfers the State's portion of the transaction fee into a State account via automated clearinghouse (ACH) debit. Currently, only three (3) applications' fees are collected using this method. (See Contract Attachment E, Current Portal Applications) They are:
 - Batch & Interactive Moving Vehicle Online Requests,
 - Interactive Vehicle Title Registration,

- Driver's License Inquiry.

Subscription Based - Subscription based applications are those applications in which the Portal performs a service for a customer, and in some cases, captures the full financial transaction and provides payment to the sponsoring department once the service is complete. A subscriber is issued a user ID and password which allows access to the application. The portal must log subscription service transactions and provides monthly reconciliation reports to agency.

Time and Material – A time and material application is one in which a one-time development fee is charged to the agency by the Contractor. When an application is developed, deployed and accepted by the State, the agency pays the Contractor for the delivered application.

Application Hosting – Portal applications developed on a time and material basis may also have a monthly hosting fee to support maintenance of the application and on-going operation. Application maintenance includes but is not limited to error correction and modifications to the application as required for system upgrades. Enhancements, major changes to the business function that require significant modifications to the application, will be funded by Consulting Services Hourly Rates.

Use of Proceeds – The Portal Contractor will use the proceeds earned from these funding models to:

1. recoup the Portal Contractor's original investment and provide a reasonable rate of return on investment;
2. cover the Portal Contractor's operational costs, and;
3. provide on-going marketing, customer service and maintenance for existing Portal applications.

A.8.1 Rebate for New Portal Development

Each month, beginning September 1, 2005, throughout the Contract term, the Contractor will rebate to the State ten percent (10%) of its "gross revenue" from "Batch & Interactive Moving Vehicle Online Requests" (MVOR) transactions for that month. **(Note that the rebate requirement will not apply to any other Transaction Fee Type listed in Contract Section C.3.a)** The rebate proceeds are intended to fund new portal applications, including those provided by the Contractor, determined by the State to be beneficial to the overall service delivery goals and objectives of the State Portal.

The monthly rebate amount will be calculated based on the Contractor's total gross transaction revenue for MVOR, after reconciliation with the Department of Safety. For example, the rebate amount for any given month would be calculated as follows:

- MVOR gross revenue = Total number of MVOR transactions multiplied by the MVOR transaction fee (see Contract Section C.3.a)
- Monthly rebate = MVOR gross revenue X .10

The Portal Vendor must submit a report to the State Portal Manager listing the total number of MVOR transactions processed for the month in question forty-five (45) days after the end of that month. After the State has verified the Portal Vendor's reported revenue, the Portal Vendor will rebate the verified amount to the State. The monthly rebate will be remitted to the State via a monthly ACH transaction.

A.9 Portal Management and Administration

The Information Technology Assessment and Budget Committee (IT-ABC). The IT-ABC approves all agency projects, including portal projects. Projects that require PAC involvement will not be moved to that level prior to IT-ABC review and approval.

The Portal Advisory Committee (PAC). The PAC provides strategic direction for the state's use of the Portal. The PAC is responsible for overall governance of the operation of the Portal. As necessary the PAC will make decisions concerning funding proposals, priorities of projects, and other issues that are not a part of the day-to-day operation of the Portal.

State Portal Manager. The State Portal Manager serves as the day-to-day manager of the Portal and its associated activities for the State. The State Portal Manager serves as a liaison between the Contractor and State agencies. All pertinent aspects of portal projects such as planning and design services, development and

integration of applications into the overall State Service Portal design, monitoring application maintenance requirements, establishment of fees and priority of projects are coordinated through the State Portal Manager. The State Portal Manager will be responsible for issuing Portal Process Guidelines after the Contract is awarded

Contract Portal Manager. The Contractor will designate a Contract Portal Manager who will be responsible for all activities from the Contractor's perspective. The Contract Portal Manager will meet regularly with the State Portal Manager to review portal activity, status of planned portal services, customer service activity, customer satisfaction survey results, and identify any issues that need addressing by the Contractor or the State. The Contract Portal Manager will ensure the objectives of the State Service Portal are met.

The Contractor, under the direction of the PAC, is responsible for the development, hosting, maintenance, marketing and support of the State Service Portal. The Contractor, under the direction of the PAC, will recommend Portal applications that will assist State agencies in working towards providing effective and enhanced State information dissemination to the citizens and businesses of Tennessee. The Contractor will review the requirements for portal applications and provide agencies with a proposal for portal service delivery. The Contractor will define a process for Portal service delivery work requests within thirty (30) days of contract award. The State Portal Manager will review the defined process and must approve the process before it is implemented. The PAC has final approval authority over all recommendations made by the Contractor.

The Contractor will host the Portal site and be responsible for the acquisition and operation of all hardware, software and network support related to the Portal. The Contractor, under the direction of the PAC, will ensure that the State Service Portal is used to meet the objectives set forth by the State of Tennessee in this procurement. Only applications approved by the PAC and data required to support those applications will reside on State Service Portal servers. The technical and professional activities required to establish, manage, and maintain the State Service Portal are responsibilities of the successful Proposer. Proposals must describe what steps would be taken to ensure this required availability.

Activities pertaining to the administrative management of the Portal that are the responsibility of the Contractor include: planning, design, marketing, development and other business management activities. These activities also involve managing and maintaining a successful self-supporting portal business model. The PAC has final approval authority over all administrative management activities of the Contractor.

The Contractor, based on their prior Portal experience in other governmental agencies, will advise the State of any legislation that may impact the State Service Portal objectives or applications as well as any legislation that may be needed to facilitate the achievement of the Portal project objectives throughout the life of the Portal contract. The Contractor, based on their Portal experience in other governmental agencies, will also advise the State of privacy issues unique to Portal activities.

The Contractor is responsible for providing an annual Portal Plan to the State Portal Manager regarding the upcoming twelve (12) month period. The Plan is due September 1st of each year. The Plan must define the Contractor's business plan for service delivery, plans for increasing adoption rates, marketing plan and technical upgrades. The Plan must list goals for the upcoming year, strategies on obtaining those goals and metrics to measure success.

State Agencies. Agencies requesting services to be delivered through the Portal are responsible for:

- Obtaining approval for all proposed Portal applications through the IT-ABC process;
- Interfacing with State Portal Manager with regards to establishing new applications and/or issues associated with existing applications;
- Identifying business and technical requirements of the service;
- Identifying funding method of the service (e.g. free to the customer, subscription service, time and materials development, etc.);
- Defining interfaces between the Portal application and legacy production systems;
- Performing acceptance testing;
- Updating of State back office production systems;

- Assisting the Contractor in the planning and testing of all communication connections to State sites;
- Providing second level customer service support relative to specific business rules for the application, and;
- Estimating the service volumes and adoption rates for the service.

A.10 Organization and Staffing

Proposals must include an organization chart reflecting the Proposer's overall business structure with an explanation of the State Service Portal undertaking within that framework. A comprehensive staffing plan must outline Proposer staff responsibilities necessary to develop and maintain portal applications; manage, operate and market the Portal environment.

Contractors and subcontractors will be required to adhere to and sign all applicable State policies related to technology use and security, including an Appropriate Use Agreement and/or a Code of Ethics Agreement. Proposals must state their commitment to meeting this requirement.

A.11 Consulting Services

State agencies may have a need for assistance in designing Web pages, publishing content or developing the back-end processes to support the Portal service delivery application. Contract Attachment B, Consulting Classification Skills, defines the required skills for each consultant classification. The Contractor will be paid on an hourly rate for designated classifications for use by the State agencies for such services. The Proposer will respond in the correct format as given in RFP Attachment 6.4, Cost Proposal and Scoring Guide. Proposers **must not** include any cost in the Technical Proposal.

It is not the intent of the State to utilize this contract for the general consulting services required by the State in the technology area, but to provide a capability for services to be provided when they are directly related to a Portal project and needed to support the goals and objectives of the State Service Portal development and operation.

A.12 Management Reporting Services

Management reporting services will be required. Such reports will aid the PAC in their management and oversight of the Portal by identifying what Portal services are being accessed and how they are accessed, and how Portal information needs to be organized and managed to more effectively meet the needs of the public. The State is responsible for exercising due diligence toward its constituent and customer information, and for monitoring user access to the State Service Portal and their respective patterns of usage.

Proposals must include a description of the Proposer's approach to providing such information on a monthly basis.

Items that must be covered, but are not limited to, in management reporting are:

- Number of business/services transactions by application and in total for the State;
- Number of visits to the State Service Portal site;
- Number of visits to the State Subscription Services by application;
- Number of subscribers by type and the number of transactions each subscriber makes per application;
- Customer feedback and on-line survey reports, including requests for future services.

A.13 Marketing and Publicizing the Portal

The Contractor is responsible for all major marketing activities associated with the Portal. Marketing activities would include publicizing the Portal's availability to citizens, businesses and employees as well as efforts to increase utilization of the Internet-based services the Portal offers. The Contractor will also be responsible for marketing the advantages and benefits of the Portal to State agencies. Major marketing initiatives conducted by the Contractor would require PAC approval before being released. The Contractor will be responsible for updating the marketing plan and accomplishments monthly to the PAC.

Proposers must describe how they will design and implement a marketing plan to create awareness, build support and accelerate the adoption and use of electronic services. Proposers must include their plans for continual marketing of Portal applications after the initial implementation. Proposers must describe their ability to partner with government, community and private organizations to extensively promote electronic government self-service applications.

The Proposer's plan must show how marketing strategies would be used to build end-user traffic to the Portal and to assure the widest possible use of the services. In addition, the plan must indicate how public access points (e.g. kiosks, etc.) could be utilized to provide greater access by the public to on-line information and services.

A.14 Measuring Portal Success

Customer Satisfaction and Portal Adoption Rate are two major areas to be assessed and measured. Quantitative measures for evaluating the success of the Portal are required. The measures to address include, at a minimum, the following items:

Customer Satisfaction:

The State Service Portal seeks to enable business with government to be more effective and efficient in the following ways:

- easily locate information;
- conduct business transactions, and;
- availability of services around the clock.

State Adoption of the Portal:

The goal of the State Service Portal is to obtain a high percent of participation from citizens, businesses and employees.

Proposers must describe metrics they would propose to capture and measure Portal success. The State will work with the Contractor on finalizing measurement criteria to ensure the results can be measured and in determining appropriate reporting intervals.

A.15 Portal Environment

A.15.1 Transition of Current Portal Environment

State citizens and customers should be unaware that a change in vendor has occurred. Portal services must continue as the State transitions from the current contract to the contract obtained through this procurement. The Portal must be successfully transitioned by 11/29/05. The current Portal Contractor will continue to provide Portal services and receive revenue from the Portal until their contract expires on 11/30/05.

As part of the initial transition, the Contractor may choose to migrate and run existing Portal applications in their new production environment. A list of current Portal applications, and their URLs, is given in Contract Attachment E, Current Portal Applications, of this RFP. However, if the Contractor has developed applications with the same functionality to those in the current Portal environment which meet the State's functional business requirements and adhere to standards as referenced in Contract Attachment A, Technical Requirements, Section, A.15.2, State Technical and Architectural Standards, they may propose to the State to deploy those applications in place of existing Portal applications. The Contractor's application must reflect the Portal overall look and feel, e.g. navigation methods, color schemes, etc. The affected State agency and the PAC will review the Contractor's proposal and must approve any alternative to existing applications.

Proposals must describe the process that would be used to facilitate a smooth transition from both an initial award of the contract and at the time the successful vendor turns Portal responsibilities over to their successor.

A.15.1.1 Initial Transition Plan of Current Portal Environment

At a minimum, plans for the initial transition must include:

- Transition of the State's Portal environment and applications from the existing Contractor to the subsequent Contractor's environment;

- Conversion of all Portal data files necessary to keep the Portal operational, e.g. subscriber files, application data files, etc.
- User acceptance testing of applications in the Contractor's environment;
- Testing of communication connections, e.g. Merchant Servicer; State back office systems;
- Personnel requirements, including State personnel (both OIR and State agencies), and awarded vendor's staff as well as clearly outlined duties and responsibilities for each group;
- Work plan of tasks and timeframes for transition.

Once the contract is in place, the State will work with the Contractor to establish task milestones for transitioning applications. Portal applications have been prioritized in groups with regards to their criticality in implementation. The overall application groups must be implemented in the order listed below unless changes are approved by the State Portal Manager.

Group 1:

TennCare Eligibility Verification
 Batch & Interactive Moving Vehicle Online Requests
 Driver's License Renewals
 Interactive Vehicle Title Registration
 Professional Privilege Tax
 Sales and Use Tax
 Franchise and Excise Tax
 Business Tax
 Corporate Searches
 Business name Search
 Felony Offender Information Lookup
 Unclaimed Property Searches and Submissions
 ABC Server Licensing
 Unemployment Benefits and Weekly Certification
 Campaign Election Finance
 Online State Job Applications
 Childcare Attendance Verification
 Child Support Payment Summary

Group 2:

Driver's License Reinstatements
 Professional License Renewals
 Hall Income Tax
 Online Debit Payments
 Duplicate Driver's License
 Governor's Press Calendar
 Driver's License Change of Address
 Driver's License Inquiries
 Online Bill Tracking

Group 3:

Governor's Technology Conference Registration
 Prevailing Wage
 Local Government Investment Pool
 Auctioneer License Renewal
 State Park Reservations
 Agriculture Pesticide Registration
 Consumer Use Tax
 Case Management and Utilization Review
 Live Help

The Contractor will assist the State at the end of the contract awarded through this procurement in planning for an orderly exit strategy. The establishment of an exit transition plan will lay the foundation for that process. An exit transition plan must include, at a minimum:

- Detailed overview and architectural diagrams of Portal environment;
- Detailed inventory of applications and data files;
- Delivery of all State records, applications, data, and agreements, including working papers and operational documentation.

The Contractor will review the exit transition plan on a yearly basis and provide the State Portal Manager with the updated plan.

A.15.2 State Technical and Architectural Standards

The State Service Portal, as provided to the State upon contract execution, must as a minimum be designed for and utilize the categories and sub-categories of the Tennessee Information Resources Architecture defined below:

Architecture	Sub-Category	Product Category
Application	Application Development	Languages (J2EE compliant or .NET)
Data	Data Storage	Database Management
Network	WAN	Network Protocol
Platform	Host Communications	Host Communications

The vendor shall provide the services required by this RFP within the context of the technical environment described by the Tennessee Information Resources Architecture ("Technical Architecture"). The vendor may request a copy of the Technical Architecture by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1. When a contract is executed pursuant to this RFP, the Technical Architecture will be included as a Contract Attachment.

The Contractor's test and development environment must also be compatible with and mirror the Portal Production environment.

The Contractor is responsible for any hardware, software or telecommunications costs that may be required to interface the Portal and its applications to State legacy systems.

The Proposer will describe the procedures and guidelines necessary to support a portal of the size and scope of the State relative to Change Management and Data Base Administration.

Proposers will describe their ability to meet the State's Technical Architecture requirements.

A.16 Portal Technical Documentation

The Proposer will provide a complete itemization of all the major components required to implement and support the State Service Portal. The objective of this itemization is to further gain an understanding of the Proposer's approach and the strength of that approach. The Proposer may request an example of the level of detail required as described in Contract Attachment D, Network Topology Diagram Examples.

All significant items and/or associated items must be included under the appropriate category such as hardware, software with version, telecommunications facilities, staffing, applications, testing platform with all its associated components, and operational facilities with associated support services.

Category 1. Network and connectivity for the State Service Portal:

Provide an itemization of all major systems, components, layouts and/or diagrams required to support the network and associated connectivity in the State Service Portal production environment.

Category 2. Device and/or machine specifications for the State Service Portal:

Provide an itemization of all devices and/or machines required to maintain the State Service Portal site production environment. Such itemization includes: machine make and model, firmware, operating system, utilities, and significant hardware drivers. Versions must be included where applicable.

Category 3. Software Environment of the State Service Portal:

Provide an itemization of all software required to maintain the State Service Portal site production environment. Such itemization includes: software development tools, application, and database server software, utilities, and device drivers. Versions must be included where applicable.

The diagrams in Contract Attachment D, Network Topology Diagram Examples provide examples, in content and substance, that must be used to record the above listed categories. The Contractor will maintain this list throughout the life of the contract and provide updates to the State Portal Manager annually.

A.16.1 Network Topology

In order to provide for adequate network performance, the Contractor's engineering of network connections between the Portal servers, the State Data Center, and the Contractor's respective Internet Service Providers (ISP) needs to be assessed. Proposals must describe how the Portal server(s) will connect to the Contractor's ISP and to its respective Tier 1 ISP, and how the connection will be established between the Portal servers and the State Data Center. Description must address, to the extent possible, how the Proposer's facilities and ISP connections will be engineered to maximize end-to-end performance and minimize the number of router hops in reaching both the Internet backbone and the State's ISP.

A.16.2 Portal Architecture Audit

The State will perform periodic audits on the Contractor's Portal environment. The purpose of this audit is to ensure the Contractor's adherence to the State's Technical Architecture as established in this RFP. The Contractor will provide updated copies of all documentation as specified in Contract Attachment A, Technical Requirements, Section A.15, Portal Environment, of this RFP. At its discretion, the State will test Portal applications for compliance with the Technical Architecture.

The Contractor must provide the State their plan for correcting or remedying any audit exceptions identified as a result of the environment audit within ten (10) days of completion of the audit. The Proposer will describe their plan for maintaining adherence to the State's Technical Architecture.

A.17 Housing the State Service Portal

The Contractor is responsible for all costs associated with the acquisition and maintenance of the hardware and software as well as any telecommunication connections between the Contractor's servers and the State's servers to support the Portal.

Contractor management, consulting and development work under this RFP is to be performed, completed, and managed at a site supplied by the Portal Contractor that must be within the Metropolitan Davidson County area so as to facilitate coordination efforts with the State. If the vendor is not currently located in this area, the successful vendor must have an established location within thirty (30) days of Contract award.

The production and test Portal servers and operations staff shall be located at a secure site provided by the Contractor. The State's data must be secure and protected by appropriate means to ensure privacy and confidentiality is not compromised in either transmission or storage.

If the Proposer uses leased line connections, these connections must be protected by a network security firewall. If the Proposer proposes to use to any public untrusted medium (e.g. the Internet), it will be the Proposer's responsibility to build and maintain a Virtual Private Network (VPN) using IETF standard protocols for encryption and key management (IPSEC/IKE). A firewall will also be required for a VPN. The above requirements apply to any telecommunications connections associated with this contract: i.e. Contractor to State, Contractor to Merchant Services Provider. Proposers must describe in detail the firewall design and other security measures that will be used.

The Contractor will be responsible for the integration, connectivity, operability and cost of the physical connection to the State's Data's Center and/or Network for accessing legacy databases and files. This connection must have sufficient bandwidth and or throughput to accommodate all transactions, transmissions and data transfers as if the servers and production staff were located at the State's Data Center.

A.18 Portal Availability

The State Service Portal must be operational and available to customers twenty-four (24) hours a day, seven (7) days a week, throughout the year. The only exception will be for pre-defined systems administration and maintenance. Maintenance must be performed at times that will not adversely impact daily operations. Individual applications may be unavailable based on the individual agency legacy application operational schedule. Scheduled Portal downtime must be coordinated with and approved by the State Portal Manager with at least a seven (7) day advance notice prior to performing the scheduled downtime. Scheduled downtime must be scheduled during lowest customer activity times. The State normally schedules Internet downtimes from 2:00am to 4:00am on Sunday mornings. Proposers must describe their approach and experience on portal availability and the scheduling of routine maintenance downtime. Proposals must include a plan for notifying customers when an application is unavailable as well as its estimated time for return to service.

A.19 Network and Server Performance Measurement

Monitoring and measuring the end-to-end performance experienced by end users can be facilitated by network management and monitoring tools. Proposer will describe how they propose to obtain measurements and report on an ongoing basis on the performance experienced by users from different locations including, but not limited to: a workstation on the State's Intranet on the downtown Nashville campus and a workstation using a State-supplied virtual private network (VPN) account. Performance management tools must provide an integrated and time-synched mechanism with which the State and the Contractor can monitor server and network performance of all aspects of the transaction, excluding any client-side performance monitoring. Include a description of what automated tools will be employed and how performance reports will be provided to the State. Also describe any use of subcontractors or out-sourced services to perform Web site monitoring service functions.

A.20 Performance Monitoring and Problem Resolution - Hardware and Software

Proposers must describe their plans for performance monitoring and problem resolution within Portal production. The Proposer must describe how it will respond to system malfunctions, and diagnose and commence resolution of problems within 2 hours of the occurrence. The following items must be addressed:

- interfacing with the State's Integrated Help Desk (IHD),
- consulting with hardware, software and communications vendors to identify and correct problems, and;
- notification to the State Portal Manager and agency application support staff.

A.21 Disaster Recovery

The Contractor will establish and maintain an alternative processing arrangement adequate to resume within 48 hours the Portal's processing services provided under this agreement in the event the Portal site is unavailable due to either human error, equipment failure, man made or natural disaster. Proposer must describe in detail their approach for alternative processing arrangements, identify their alternative processing site and their disaster recovery testing cycle/frequency. At a minimum, the Contractor's disaster recovery plan must be tested two (2) times a year. The result of these tests must be submitted in a written report to the State portal manager.

A.22 Software Development Life Cycle Processes

Proposers must describe their software development life cycle. This includes, but is not limited to: major project phases; project management processes; descriptions of the project deliverables to be produced. Proposers must identify all checkpoints within their methodology where State acceptance/sign-off is required. In addition, Proposers must explain how each of the following processes will be performed and what role the State would have in the process:

- Software Quality Assurance – review and audit of software products and activities to verify compliance with applicable procedures and standards (identify types of established procedures and standards).

- System testing – testing conducted to review product code for accuracy of processing as well as accuracy of operation.
- Acceptance testing verification and validation - verification that a product meets the specifications and validation that the product meets the customer's requirements.
- Risk Management - identification, analysis and prioritization of risks with associated plans to eliminate or mitigate those risks.

A.22.1 Application Maintenance

The Contractor is responsible for the timely correction of application software errors in all Portal applications developed by the Contractor at no additional costs to the State. The Contractor is also responsible for ensuring modified application code is properly escrowed quarterly or sooner if changes to the application warrant. The State will perform periodic audits on the escrowed code to ensure compliance by the Contractor. Proposers must describe their approach to application maintenance, including the escrow of modified applications. Proposals must also include the approach to cosmetic design maintenance, i.e. changes to existing applications to reflect changes to the overall portal look and feel.

A.22.2 Application Documentation

The Contractor is responsible for documenting all applications developed for the State Service Portal. This documentation must include: business/functional requirements, source code, database layout, legacy system interface requirements, program modifications, modification implementation dates, and connectivity requirements. Application documentation must be made available to the State for periodic inspection.

A.22.3 Application Testing

The Contractor must conduct a thorough test of all application subsystems. This will ensure that when the system is provided to the State agencies for user acceptance testing, the Contractor is confident that the application is fully functional and operational as specified by the State. The Contractor must provide a detailed test plan that specifies the testing activities and the timeline for completion. Application test plans must detail testing for application compliance with interfaces, policies and other services. The testing period shall be decided by the State and the Contractor on a per application basis. At the State's discretion, applications may be tested for compliance to standards and policies as defined in this RFP. Proposers must describe their testing methodology, including testing for connectivity, load balancing and fail over. Proposals must provide examples of previous test plans created and utilized by the Proposer.

A.23 Data Repository

Proposals must describe how they would provide for the storage and management of data that is being utilized to provide Portal services. This requirement includes provision for backup copies, as well as off-site storage, of the data so that restoration does not involve the use of original data sets.

A.24 Shared Applications

It is assumed that a number of core applications components will be shared by some applications that are developed for the Portal. Proposers must identify and describe their experience in building or acquiring core modules that can be reused by multiple Portal applications. Proposals must provide a sample list of modules used.

A.25 Integration with Existing Systems

Integration with legacy systems is critical to the success of the State's efforts to provide Web access to government services and information. It is the State's intent for Portal applications to communicate with State back office systems to send and receive data. Examples of methods in which Portal applications currently connect to back office systems include, but are not limited to, DB2 Connect, XML, stored procedures, SOAP, and 3270 connections. The decision to provide off-line or on-line transaction verification processing and data updating will be determined for each application based upon the impact to existing application processing, protection of data, and changes required for legacy systems. The agency, in consultation with the Portal Contractor, will determine the most appropriate method of data editing and the interface from which updates can occur. The update format may be a batch data entry record format or an on-line transaction that will be

processed by the legacy update application or some other method acceptable to the State. The Contractor will not update State back office systems.

The State will strive to make back office production system, application and/or system changes transparent to the Portal Contractor's applications or interfaces. In some situations, it may not be possible to make production system changes transparent to the Portal applications or interfaces, however, the State will try to minimize the impact of changes. The Contractor will be notified when changes are planned, the changes will be reviewed with the Contractor and the State's production test environment will be available for the Contractor to test the Portal application and/or interface against the changed production system or application. The Contractor should consider the possibilities of these types of situations during the course of the contract and plan accordingly.

A.26 Privacy and Ownership of Information

Data Custodian is defined as any branch or agency of the State that collects, stores, generates or maintains information. The agency that is the designated State Data Custodian of specific data must approve all access to that data. The Contractor does not have any ownership over data at any time. The Contractor is prohibited from selling or allowing access to any State data without the written approval of the PAC and the applicable agency. The Contractor must comply with privacy policies established by governmental agencies and State or federal law. Privacy policy statements, as developed and amended from time to time by the State, will be appropriately displayed on Portal Web pages. In particular, the Contractor will provide sufficient security to protect the data of the State as well as Portal customer data in network transit, storage, and cache. The Contractor will work with the State Portal Manager to identify the appropriate Data Custodians.

A.27 Internal Control and Security

Proposers must fully describe their approach to Portal security, including but not limited to the use of firewall hardware and software and how these will be configured in their network. The Proposer must provide a security infrastructure diagram and submit a narrative response to each of the sections on the diagram explaining how their proposal addresses each element of the security infrastructure. Proposers must describe how they would:

- Ensure data confidentiality, including protection from unauthorized network access, unauthorized data access, while
 1. In transit – provide the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful brute force attack;
 2. In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised;
- Ensure integrity of data – describe how data and transaction integrity and confidentiality will be maintained; address legal issues with regard to misuse or fraud and options for resolution;
- Ensure data reliability – describe how sufficient detail and summary information will be maintained to ensure statutory and regulatory reporting and compliance responsibilities;
- Ensure data availability – describe how data and network access continuity will be maintained, ensuring its availability for required business processes;
- Ensure physical and environmental control – describe method planned to prohibit users from accessing data or computer facilities unless such access was expressly approved by the Data Custodian and the State's Portal Manager; and determine environmental control required to mitigate the risk of loss of resources;
- Provide robust authentication – determine how to provide robust authentication services;
- Provide audit capabilities – implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches; implement penetration analysis and intrusion detection policies to ensure that the Portal remains as secure as possible over time.

The Proposer must provide a minimum of network, server, and transaction security concerning each part of their diagram. Full audit trails must be maintained throughout the entire transaction lifetime. A rigorous change management and configuration management process must be designed to ensure security and availability.

For payment transactions made through Internet sites, the Contractor will ensure that card numbers, name, address, and expiration dates are secured through encryption, authentication, and other standard payment card operating procedures to ensure that card information remains secure. The Contractor will maintain and ensure data integrity and user confidentiality and privacy.

The proposal must describe how the Proposer would tie in to existing State Directory Servers for authentication if an application required this capability.

A.28 Authentication Services

Subscription service applications and some citizen/business services will need to be accessed by a unique identification code assigned to an individual/entity using the service. The Contractor will be required to authenticate users of some State government applications. Proposers must describe how they will meet these requirements.

The Proposer should take into consideration that the number of potential customers for some future portal services could be quite large. Vendor proposals must adequately describe how their proposed solutions for security and authentication will scale to varying levels of use of portal services.

Any and all remote administration of the portal hardware, operating system, or application software will require the use of strong authentication techniques such as token based or challenge-response methods.

As future business-to-business and business-to-consumer e-government transaction models are developed, there may be a need to support client side public key infrastructure (PKI) certificates both for access control and for authentication.

It is the State's intent for a business or individual to need only one digital certificate from State government. The Contractor will be required to support applications that require PKI capability, where the digital certificates are not issued by state government (i.e., local government or higher education). Proposers must describe how they will provide PKI capability to applications for these organizations. Proposers must use server certificates from a trusted Certificate Authority Provider (i.e., Entrust, Thawte, VeriSign).

A.29 Internal Controls (Security) Audit Functions

The Contractor will define the parameters of a comprehensive internal controls (security) audit. These reviews will be sufficient to reflect an SAS70 or a SysTrust review. The State will review and must approve the comprehensiveness of the proposed internal controls (security) audit. The Contractor will ensure that the internal controls (security) audit is performed on a quarterly basis. The Contractor will arrange to have this audit conducted by an unbiased third party at no additional cost to the State. The Contractor will submit for approval the name and background of the third party auditor; the State must provide its approval of the proposed third-party auditor, in writing, prior to the auditor performing the work. The Contractor must provide the State their plan for correcting or remedying any audit exceptions identified as a result of the security audit within sixty (60) days of completion of the audit. The Proposer will describe their plan for independent security audits and provide technical specifics relative to those audits.

The Contractor will assist the State and individual agencies in support of external security assessments and other externally performed internal controls (security) audits. These assessments and audit activities are anticipated to grow in number and in complexity as the State and individual agencies seek to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other privacy and security mandates. The Contractor cooperation will include providing the physical and logical access reasonably required for authorized representatives to satisfy assessment and audit tasks. In addition, the Contractor will assist and cooperate in like manner with State audit functions in the course of Internal Audit activities and investigations.

A.30 Credit Card Payment Engine

The Contractor will develop and maintain the State Credit Card Payment Engine (CCPE) for processing on-line transactions. The CCPE will accept, authorize, settle and report Visa, MasterCard, American Express and Discover transactions for all portal applications that accept credit cards and off-line debit cards for payment. Off-line debit cards are defined as a card that provides payment directly from the consumer's checking account the amount of purchased goods or services. An off-line debit card does not require the consumer to enter their PIN to complete the transaction. These cards are issued by participating banks and processed through the major credit card networks.

A.31 Merchant Account and Funds Settlement

The Contractor will utilize the State's contracted Merchant Servicer and State-obtained Merchant identification (account) numbers. All funds collected via the Credit Card Payment Engine (CCPE) will be remitted directly to the State by the State's Merchant Servicer.

A.32 Processing Requirements

The CCPE must be operated in accordance with the State's contracted Merchant Servicer's required message formats and communication methods as well as credit card issuer privacy and security requirements. Stored credit card/off-line debit card data must meet or exceed credit card issuer privacy and security requirements. The Contractor must report any suspected or confirmed security/privacy breach of the CCPE or related database to the State Portal Manager. The Contractor will isolate all electronic records and supporting evidence of a suspected or confirmed security/privacy breach of the CCPE, transactions or related databases. The Contractor will cooperate with and assist the State in any subsequent investigation. Proposers must discuss proposed plans for securing credit card/off-line debit card data and reporting security/privacy breaches.

A.33 Interchange Rate Qualifications

The Contractor will process transactions via the CCPE in a manner that qualifies for the lowest VISA or MasterCard interchange rate possible. The Contractor will review, with the State Portal Manager, interchange rate qualification reports on a quarterly basis.

A.34 Communications Method

A communication link is required between the Portal Contractor and the State's Merchant Servicer. Merchant Servicers will typically accept various methods of connection from the merchant (i.e. the State) to the Servicer. The State, working with the Contractor and the Merchant Servicer, will determine a connectivity method that will provide acceptable response time and a minimum cost for processing Portal credit card/off-line debit card transactions.

A.35 Authorization and Batch Settlement

After confirming that the business transaction can be completed, i.e. eligible to renew a license, etc., the customer will be given the option to make payment. The Contractor will capture relevant credit card information including, but not limited to, address and Credit Card Verification (CCV2). The Contractor will then request authorization via the State's Merchant Servicer. When the authorization request from the Merchant Servicer is successful, the Contractor will provide the customer with a confirmation and, if requested, an email confirmation that the transaction has been processed. Until the user initiates payment authorization (e.g. submits the request/order/etc.), the user must have the ability to cancel the process. The Contractor will complete settlement for each calendar day's transactions for each portal application every night according to the merchant service settlement cutoff time. This settlement process must fully be automated.

A.36 Reconciliation and Reporting

The State will provide the Contractor with access to the Merchant Servicer's reporting tool or provide the Contractor with a daily file of settled transactions. Each calendar day, the Contractor will reconcile its records to the reported settled transactions. After this reconciliation has occurred, the Contractor will then report daily reconciled activity via a secure portal reconciliation website developed by the Contractor. The portal reconciliation website will report activity by State agency and application number. Utilizing the portal reconciliation website, the agency will verify that the transaction has occurred on the agency's back office system and verify that payments have been tendered. The agency will identify the agency representatives that will be responsible for performing the verifications. The Contractor will issue agency representatives an individual username and password for access to the Portal Reconciliation website.

A.37 Refunds and Disputes

The Contractor is financially responsible for all overcharges and mischarges that occur as a results of Portal application errors or omissions. Any overcharges and mischarges will be itemized on the Contractor's invoice and deducted from the balance due.

The Contractor must manage and process necessary refunds, credits, and returns. Duplicate charges that are erroneously processed by the Contractor must be refunded within three (3) days of discovery by the Contractor or notification by the State. Upon request, the Contractor must provide agency staff with a receipt of

transaction information in the event of a cardholder dispute over the nature, quality or performance of the goods or services or in the connection with any return or rejection of such goods and services. The Contractor will provide to the State Portal Manager a monthly report of refunded, credited, and returned transactions and indicate the cause for such action.

A.38 Political Subdivisions

Upon the event that the Contractor provides its services to political subdivisions of the State such as city and county governments and special districts, the processing, settlement and reporting of their transactions shall be separate and independent of the State.

A.39 Non-State Government Applications

The State will invite and encourage participation in the State Service Portal by non-state government entities, e.g. federal and local government, as well as higher education institutions. For these non-state government applications, the PAC may recommend that an alternate Merchant Servicer be utilized so that settlement may be made directly to the non-state government entities. In such case, the Portal Contractor will be required to provide an alternate Merchant Servicer to achieve payment processing.

A.40 Contractor Payment Procedure

Transaction, time and material or subscription fees will be effective when an application is placed in production. The State will pay the Portal Contractor upon submission and approval of a consolidated invoice. The Portal Contractor will capture relevant accounting information so that Portal processing fees can be properly recorded in the State's financial system. The invoice must be received by the last day of the month, following the transaction month at no additional charge to the State.

The Contractor must provide an on-line Subscriber Billing System for service subscribers. Subscribers must be able to access and review their invoices on-line through the Portal. Subscribers must be able to receive an invoice or have the charges put on a credit card.

A.41 Customer Service

The Contractor will provide customer service assistance help to users of the State Service Portal and its services. The first contact point for customer service for the Portal will be the Contractor. Issues related to Portal usage, navigation, applications, or user problems regarding the State Service Portal and Portal informational search engines will be handled by the Contractor. Any issues regarding the back-end processing of State applications, issues related to the business function being delivered or State-maintained Web pages will be forwarded to the State's existing Integrated Help Desk (IHD) that is operated by the Office for Information Resources.

Proposals must describe the type and level of customer support to be provided for the Portal. Proposals must also include a description of how customer support would be integrated into the design of the Portal itself.

Proposals must describe how the following customer service areas will be addressed:

A.41.1 Telephone Support

Telephone support by the Contractor must be available on a 7 x 24 basis. This support must be provided to all users without additional charge. Voice mail, as an initial response to a customer call, is not an acceptable response, unless as a selected option by the customer. All customer questions or inquiries must be responded to within one (1) business day. Proposals must provide their plan for telephone support for users that would be provided by the Contractor during the following scenarios:

- Regular State business hours,
- Peak usage hours,
- New application release,
- System or application malfunction or failure,
- After State business hours.

A record of service calls and their disposition will be maintained and forwarded to the State Portal Manager for review on a monthly basis.

Telephone support requirements include the following:

- Logging of customer telephone calls to ensure inquiries are properly addressed in a timely fashion.
- Review of telephone call logs to identify and rectify frequent inquiries.
- Reporting of telephone call logs provided to the State on a monthly basis. This includes various reports that will help the State identify user issues.

A.41.2 Email Support

Email support by the Contractor must be available on a 7 x 24 basis. This support must be provided to all users without additional charge. All customer questions or inquiries must be responded to within one (1) business day. Proposals must provide their plan for email support for users that would be provided by the Contractor.

A record of email questions and their disposition will be maintained and forwarded to the State Portal Manager for review on a monthly basis.

Email support requirements include the following:

- Logging of customer emails to ensure inquiries are properly addressed in a timely fashion.
- Review of email logs to identify and rectify frequent inquiries.
- Reporting of email logs provided to the State on a monthly basis. This includes various reports that will help the State identify user issues.

A.41.3 On-line Help Information

Proposals must describe how the Proposer will provide on-line help and assistance, e.g. icons, directories, tutorials, for the Portal and its services to users. Proposals must describe how this information would be accessed by the Portal users.

The Contractor will be responsible for operating and maintaining a live chat application similar to Live Help currently available on the Portal.

A.41.4 Customer Surveys

Proposals must describe the Proposer's plans for periodically conducting customer satisfaction surveys and for determining the level of use, acceptance, and ease of use of the Portal. The Contractor will, at agreed upon intervals, report to the State on how the issues identified in customer surveys are being addressed. The State Service Portal must include on-line customer satisfaction surveys as one of its features.

A.41.5 Notification of New or Changed Services

Proposals must describe their approach to notifying citizens, the business community and subscription members of new services or changes in service, e.g. emails, Web page banners, mailings, television and radio announcements, etc.

A.42 Service Level Agreements

The State has established Service Level Agreements (SLAs) for the development and on-going operations of the State Service Portal Project. Given the magnitude and scope of the State Portal endeavor, it is important that the Contractor and the State enter into a contractual relationship that succinctly defines service level agreements and commitments. It is the intent of this section to specifically define the minimum Service Level Agreement criteria that is desired by the State. The technical requirements that are presented throughout this RFP document represent the State's *minimum* requirements; the Proposer is encouraged to exceed these minimum requirements and must state so in their RFP response in their Proposal where applicable. The Proposer should consider carefully what infrastructure and other resources will be required to meet these SLAs.

Monthly diagnostic reports in the categories outlined below will be used to verify and analyze Contractor conformance with the defined service level agreements. The State must have access to all performance data, in raw and processed form, for the purpose of SLA verification.

Proposals must describe how the Proposer will measure and report on each performance category below, on at least a monthly basis. Proposed measurement and reporting tools must be described, as well as how the State will receive the reports – e.g. via on-line access, CD-ROM, or other means. Contract Attachment C, Liquidated Damages, addresses the Service Level Agreements in the following areas.

A. State Service Portal Availability:

This SLA will address performance of portal availability. Portal availability includes the hardware, system software, telecommunications and shared portal interface applications.

B. State Service Portal Security

This SLA will address performance of portal site security. Site security includes all the components that make-up the security barriers to the portal, data while being transmitted to or through the Portal and data available to the portal. The security barriers may include firewalls, intrusion detection, virus protection, access control, authentication and other mechanism and techniques to ensure the system and data is protected.

C. State Service Portal Application Availability

This SLA will address performance of the individual applications provided by the Contractor where the impact to the user community is isolated to the specific application and not all applications on the portal. For example, this SLA would apply when the Driver's License Renewal application is down, but all other applications are operational.

D. Credit Card Authorizations

This SLA will address performance of the Contractor to authorize and process credit card transactions.

E. Credit Card Settlement

This SLA will address performance of the Contractor to settle all authorized credit card transactions.

F. Readable Billing Media

This SLA will address performance of the contractor with regard to providing required billing information on CD-ROM media that are compatible with State computer equipment (hardware and software) and that are operational.

CONTRACT ATTACHMENT B

Consulting Classification Skills

Web Designer - Creates and maintains Web sites and all corresponding links. Uses Web authoring tools, scripting languages and various content generation tools. Develops basic graphics for these Web pages using graphic creation software. Implements Web sites using FTP software. Has thorough understanding of all policy and architecture requirements in the state Web environment, including hardware and software standards. The Web Designer should have a minimum of two (2) years experience in actual Web design.

Web Publisher - Develops basic Web pages using various HTML and XML content generation tools. Develops advanced graphics for these Web pages using multiple graphic creation software packages. Has a basic understanding of all policy and architecture requirements in the State. The Web Publisher should have a minimum of one (1) year experience in Web page development.

Advanced Web Publisher - Develops basic and advanced Web pages using various HTML and XML content generation tools. Develops basic and advanced graphics for these Web pages using graphic creation software. Creates audio and video files intended for the Web. Has a thorough understanding of all policy and architecture requirements in the State, including hardware and software standards. The Advanced Web Publisher should have a minimum of two (2) years experience in advanced Web page development.

Web Programmer/Analyst - Analyzes and documents the business functions of small to medium system applications intended for use on the web. Builds client and server side Web applications using State standard software development tools and scripting languages. Has experience with Java and/or .NET languages such as C# and VB.NET. Creates single use database solutions for Web sites. Has a basic understanding of security technologies in use today, particularly as it relates to e-commerce. The Web Programmer/Analyst should have a minimum of two (2) year experience in Web programming.

Advanced Web Programmer/Analyst - Analyzes and documents the business functions of medium to large system applications intended for use on the Web. Builds client and server side Web applications using State standard software development tools and scripting languages. Has extensive experience with Java and/or .NET languages such as C# and VB.NET. Creates single or multi-level database and connectivity solutions for Web sites. Has a thorough understanding of security technologies in use today and under development, particularly as it relates to e-commerce. The Advanced Web Programmer/Analyst should have a minimum of three (3) years experience in advanced Web programming.

**Liquidated Damages
Service Level Agreements**

The additional remedies identified in this section shall not be construed to limit or restrict the State's application of any other remedies available under this Contract.

In cases where both Portal availability and application availability apply, Portal availability will rule.

A. Portal Availability

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.18, Portal Availability, for portal availability the following shall define the SLA commitment for the State Service Portal's availability:

Performance Standard: State Service Portal available 99.7% of the time for the entire calendar month.*

Liquidated Damages Assessment: Failure to meet the above availability requirement will result in a Liquidated Damages Assessment of four thousand dollars (\$4,000). Failure to meet the above availability requirement for a second consecutive month will result in a Liquidated Damages Assessment of eight thousand dollars (\$8,000). Failure to meet the above availability requirement for a "n" consecutive month will result in a Liquidated Damages Assessment of "n" times \$4,000.

B. Portal Security

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.27, Internal Control and Security, for Portal security the following shall define the SLA commitment for the State Service Portal's Security:

Performance Standard: State Service Portal Security identifies security breaches, attempted breaches or attacks and takes corrective action within 2 hours of the occurrence.

Liquidated Damages Assessment: Failure to meet the above security management requirement will result in a Liquidated Damages Assessment of two thousand dollars (\$2,000) for each occurrence.

C. Application Availability

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.18, Portal Availability, for application availability the following shall define the SLA commitment for the State Service Portal's specific application availability:

Performance Standard: State Service Portal applications provided by the Contractor will be available to the customer 99.5% of the time for the entire calendar month. *

Liquidated Damages Assessment: Failure to meet the above application availability requirement will result in a Liquidated Damages Assessment of fifty dollars (\$50) for each hour that exceeds the Service Level Agreement.

D. Credit Card Authorizations

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.35, Authorization and Batch Settlement, for credit card processing the following shall define the SLA commitment for the State Service Portal's Credit Card Authorizations availability:

Performance Standard: State Service Portal credit card transaction authorizations will be continuous 99.9% of the time for the entire 24 hour period, assuming that the national electronic payment networks and the State's contracted Merchant Servicer are working properly.

Liquidated Damages Assessment: Failure to meet the above transaction authorizations requirement will result in a Liquidated Damages Assessment of one thousand dollars (\$1,000) for each 24 hour period for which the credit card transaction requirement is not met.

E. Credit Card Settlement

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.35, Authorization and Batch Settlement, for credit card settlement the following shall define the SLA commitment for the State Service Portal's Credit Card Settlement availability:

Performance Standard: State Service Portal authorized credit card transactions will be settled each calendar day, assuming that the national electronic payment networks and the State's contracted Merchant Servicer are working properly.

Liquidated Damages Assessment: Failure to meet the above transaction processing requirement will result in a Liquidated Damages Assessment of fifty dollars (\$50) per application for each calendar day for which authorized credit card transactions are not settled.

- * "for the entire calendar month" refers to the portion of the month that the application or portal site was implemented. All time references refer to scheduled uptime and exclude scheduled downtimes (Contract Attachment A, Technical Requirements, Section A.18, Portal Availability defines the State's requirements for scheduled downtimes.)

F. Readable Billing Media

Beginning ninety (90) days after the Contract start date, as defined in Contract Section B.1, the State will impose upon the vendor a Liquidated Damages Assessment of one thousand dollars (\$1,000.00) if a readable CD ROM for billing purposes is not delivered in a timely manner. Timely delivery is defined as the vendor delivering a readable CD ROM no later than the last day of the month following the transaction month. An additional Liquidated Damages Assessment of one hundred dollars (\$100.00) a day will be imposed on the vendor for each additional day beyond the aforementioned timely period that the vendor does not deliver to the State a readable CD ROM.

CONTRACT ATTACHMENT D

Example Network Topology Diagram Examples RFP # 317.03-121

The diagrams in this attachment are provided in order for bidders to submit the most complete response possible. References to these diagrams are found in Contract Attachment A, Technical Requirements, Section A.16, Portal Technical Documentation. Diagrams provided by the Proposer should reflect the Proposer's understanding of the State's requirements as well as convey the extent of the Proposer's solution.

The Proposer may request a copy of Contract Attachment D, Example Network Topology Diagram Examples, by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1. When a contract is executed pursuant to this RFP, the Proposer's diagrams and the Example Network Diagrams will be included following this page.

Vendor Name and Logo

System Name: Dell Power Edge 1855 Blade
Server Name: Axyz567



RFP 317.03-121
CONTRACT ATTACHMENT D
DIAGRAM A

Additional Processor: Intel® Xeon™ processor at 3.2GHz/1 MB Cache, 800MHz FSB

Memory: 4GB DDR2 400MHz (2X2GB), Dual Ranked DIMMs

Media Kit: W2K3 Server Web Edition 32-bit Docs and Media

Operating System: Windows Server 2003 Standard Edition with 5 Client Licenses (Specific version: _____)

Hard Drive Configuration: SCSI, RAID 1, 2 SCSI Hard Drives attached to onboard RAID Controller

2nd Hard Drive: 73GB 10,000 RPM Ultra 320 Hot Swap SCSI Hard Drive (Firmware/Driver version: _____)

HBA Controller: Fiber Channel PCI Host Bus Adapter

USB, KVM Dongle: Front Dongle Cable for USB and KVM Connectivity

Primary Hard Drive: 146GB 10,000 RPM Ultra 320 Hot Swap SCSI Hard Drive (Firmware/Driver version: _____)

Applications running:

Name: ABC

- Version(s):

- Coded in:

Name: 123

- Version(s):

- Coded in:

Name: Xyz

- Version(s):

- Coded in:

Additional Information:

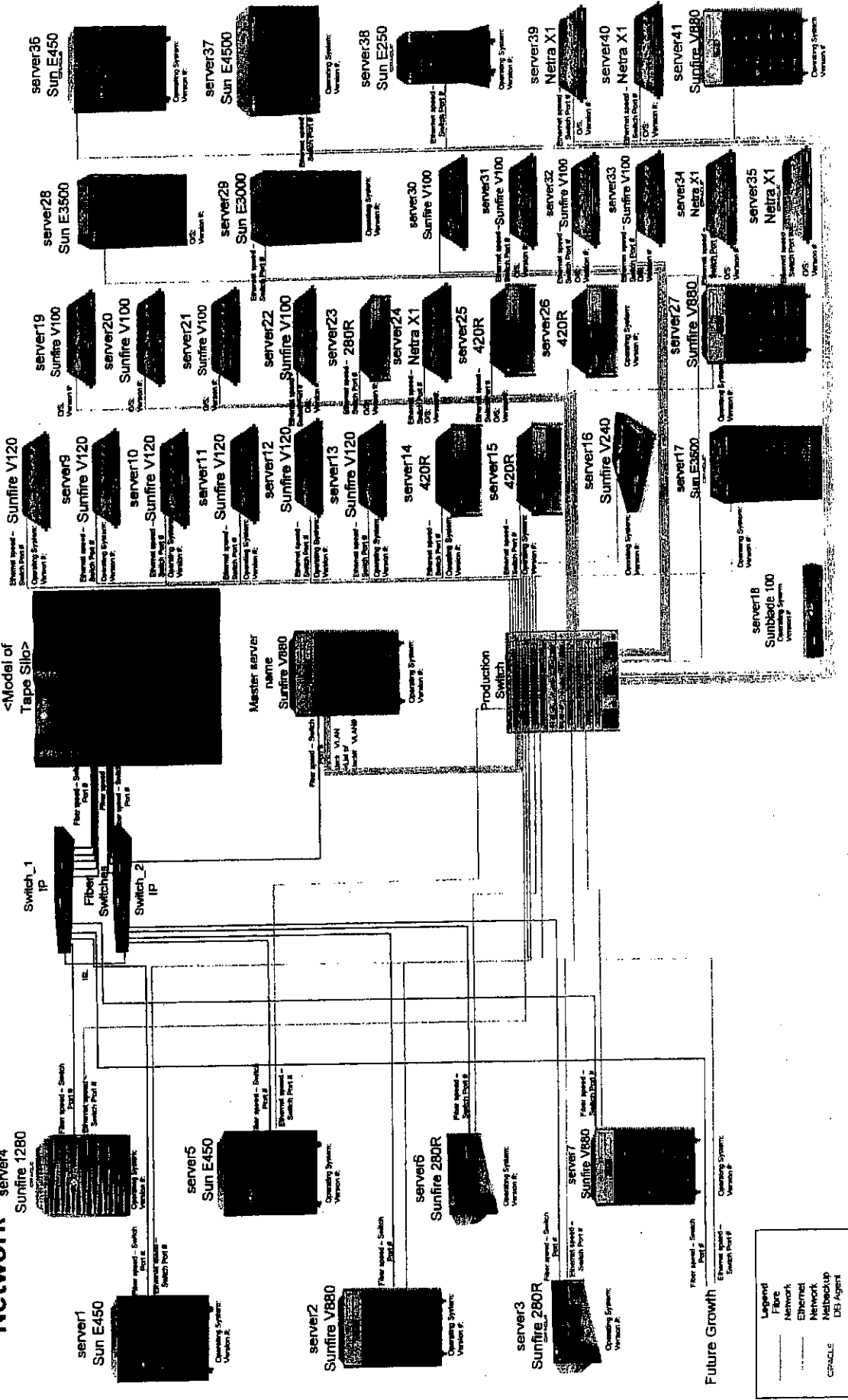
Authorized by: _____ Date Updated: _____

<Project Name>

Revised Date

Fiber Backup Network

Production Ethernet Network



Software Environment
 State Service Portal

This list is not intended to be all inclusive, merely an example of the information required from the Proposer.

Production Environment	Version*
Production Web Server:	
Oracle HTTP Server	4.1.2
Solaris	8 x86
Checkpoint Firewall	1.3
Veritas Net Backup	5.0
Test Web Server:	
Oracle HTTP Server	4.1.2
Solaris	8 x86
Production Application Server:	
Oracle 9i Application Server	Rel. 2 Patchset 9.2.0.5
Solaris	8 x86
Veritas Net Backup	5.0
Optivity	2.1
Test Application Server:	
Oracle 9i Application Server	Rel. 2 Patchset 9.2.0.5
Solaris	8 x86
Production Database Server:	
Oracle 9i	Rel. 1 Patchset 10.1.0.3
Savant	6.12.0
Solaris	8 x86
Veritas Net Backup	5.0
Optivity	2.1
Test Database Server:	
Oracle 9i	Rel. 1 Patchset 10.1.0.3
Savant	6.12.0
Solaris	8 x86
Developer Platform:	
Oracle 9i Developer Suite	Rel. 2
Microsoft Office XP (office automation)	1.1.3
Macromedia Dreamweaver	3.01
Macromedia Flash	7.2

*Note: Mock version numbers have been devised to provide examples for this list. Proposers must provide correct versions for their listings.

**Current Portal Applications
RFP # 317.03-121**

Department: Safety

Application Name: Driver License Reinstatements

URL: <https://www.tennesseeanytime.org/reindl/>

Date Deployed: December 2003

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
			131	9,034	9,165

Department: Safety

Application Name: Driver License Renewals

URL: <https://www.tennesseeanytime.org/dlr/>

Date Deployed: October 2000

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
1,930	32,883	46,108	64,754	71,863	217,538

Department: Health

Application Name: Professional License Renewals

URL: <https://www.tennesseeanytime.org/hlrs/>

Date Deployed: December 2001

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
	221	14,213	18,135	21,912	54,481

Department: Revenue

Application Name: Hall Income Tax

URL: <http://www.tennesseeanytime.org/etax/>

Date Deployed: March 2002

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
		1,063	2,336	2,830	6,229

Department: Safety

Application Name: Interactive Vehicle Title Registration

URL: <http://www.tennesseeanytime.org/ivtr/>

Date Deployed: May 2002

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
		12,267	53,246	106,933	172,446

Department: Treasury

Application Name: Local Government Investment Pool (LGIP)

URL: <http://www.tennesseeanytime.org/lqip/>

Date Deployed: July 2002

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
		467	1,927	2,660	5,054

Department: Treasury

Application Name: Unclaimed Property

URL: <http://www.tennesseeanytime.org/unclp/>

Date Deployed: December 2002

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
		18,520	724,355	820,237	1,563,112

Note: There is no fee charged for this application.

Department: Personnel

Application Name: Online Job Application

URL: <http://www.tennesseeanytime.org/tjobs/>

Date Deployed: June 2003

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
			15,071	44,544	59,615

Department: Correction

Application Name: Felony Offender Information Lookup (FOIL)

URL: <https://www.tennesseeanytime.org/foil/>

Date Deployed: October 2002

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
		253,261	1,201,783	1,574,148	3,029,192

Note: There is no fee charged for this application.

Department: Human Services

Application Name: Child Support Payment History

URL: <https://www.tennesseeanytime.org/tcses/>

Date Deployed: November 2001

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
	4,100	281,994	606,850	657,741	1,550,685

Department: Revenue

Application Name: Franchise & Excise Tax

URL: <http://www.tennesseeanytime.org/fnetax/>

Date Deployed: April 2004

Interface to back office system:

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
				590	590

Department: Human Services

Application Name: Childcare Attendance

URL: <http://www.tennesseeanytime.org/eavpay/>

Date Deployed: July 2004

Interface to back office system:

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
				10,808	10,808

Department: Revenue

Application Name: Sales & Use Tax

URL: <http://www.tennesseeanytime.org/sales/>

Date Deployed: June 2003

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
			5,838	108,199	114,037

Department: Revenue

Application Name: Professional Privilege Tax

URL: <http://www.tennesseeanytime.org/privtx/>

Date Deployed: May 2003

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
			795	1,596	2,391

Department: Safety

Application Name: Duplicate Driver License

URL: <https://www.tennesseeanytime.org/dupdlr/>

Date Deployed: May 2004

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
				13,979	13,979

Department: Secretary of State

Application Name: Corporate Information Search

URL: <http://www.tennesseeanytime.org/soscorp/>

Date Deployed: April 2001

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
	177,607	964,252	1,392,190	2,174,141	4,708,190

Note: There is no fee charged for this application.

Department: Secretary of State

Application Name: Business Name Search

URL: <http://www.tennesseeanytime.org/sosname/>

Date Deployed: November 2001

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
	8,968	107,957	237,197	297,481	651,603

Note: There is no fee charged for this application.

Department: Secretary of State

Application Name: Election Campaign Finance

URL: <http://www.tennesseeanytime.org/incamp/>

Date Deployed: June 2004

Approximate Number of Registered Users: 70-80

Department: Safety

Application Name: Batch and Interactive Motor Vehicle Online Requests

URL: <http://www.tennesseeanytime.org/imvr/>

Date Deployed: March 2001

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
	630,242	2,274,289	1,915,086	1,908,886	6,728,503

Department: Labor and Workforce Development

Application Name: Filing of Unemployment Benefits Online and Weekly Certification of Benefits

URL: <https://www.tennesseeanytime.org/labor/>

Date Deployed: January 2003

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
			269,390	231,963	501,353

Department: State of Tennessee

Application Name: Live Help

URL: <http://www.tennesseeanytime.org/help/>

Date Deployed: September 2003

Transaction Amounts: 8-10 per day.

Description: Online application that provides live chat sessions for questions from citizens related to Portal use.

Note: There is no fee charged for this application.

Department: Labor and Workforce Development

Application Name: Prevailing Wage Survey

URL: <http://www.tennesseeanytime.org/prwage/>

Date Deployed: September 2003

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
			71	855	926

Note: This application is only available in October of each year.

Department: Revenue

Application Name: Business Tax Registration

URL: <http://www.tennesseeanytime.org/bizreg/>

Date Deployed: April 2004

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
				9,885	9,885

Department: Revenue

Application Name: Consumer Use Tax

URL: <http://www.tennesseeanytime.org/usetax/>

Date Deployed: December 2003

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
				299	299

Department: Governor's Office

Application Name: Governor's Press Calendar

URL: <https://www.tennesseeanytime.org/calendar>

Date Deployed: November 2003

Transaction Amounts: N/A

Description: Internal online calendar application for the Governor's office. Access by the Governor's staff and agency Public Information Officers.

Note: There is no fee charged for this application.

Department: Safety

Application Name: Driver License Inquiries

URL: <https://www.tennesseeanytime.org/smvr/>

Date Deployed: October 2002

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
		30	674	1,195	1,899

Department: Agriculture

Application Name: Pesticide Registration

URL: <http://www.tennesseeanytime.org/agrso/>

Date Deployed: December 2003

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
			1	20	21

Department: Safety

Application Name: Change of Address

URL: <https://www.tennesseeanytime.org/chgdl/>

Date Deployed: October 2000

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
4,136	24,300	30,937	37,695	43,836	140,904

Note: There is no fee charged for this application.

Department: TennCare

Application Name: TennCare Eligibility Verification

URL: <http://www.tennesseeanytime.org/tncr>

Date Deployed: June 2001

Transaction Amounts:

2000	2001	2002	2003	2004 (Through Aug.)	Totals
	356,133	794,544	1,910,957	2,514,408	5,576,042

Note: A third party vendor was responsible for the development and is hosting this application. The Portal Contractor is responsible for managing user logins and passwords providing proxy access into the application. The Portal Contractor is also the primary point of contact to subscribers for issues concerning the online application.

Note: There is no transaction fee charged for this application. The Portal Contractor is compensated through the Subscriber fees.

Department: State of Tennessee

Application Name: Online Bill Tracking System

URL: <http://www.tennesseeanytime.org/bobs>

Date Deployed: February 2004

Subscribers: 374

Note: Internal online legislative bill tracking application. Access by the Governor's staff, legislators and agency staff.

Department: Economic and Community Development

Application Name: Governor's Technology Conference Registration

URL: <http://www.tnecdit.net/>

Date Deployed: July 2004

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
				155	155

Note: The State developed this application. When a user chooses to pay by credit card, they are seamlessly passed on to the Portal. The Portal is responsible for capturing and processing the credit card information.

Department: Alcoholic Beverage Commission (ABC)

Application Name: Server Licensing

URL: <https://www.tennesseeanytime.org/abc/admin/start.html>

Date Deployed: December 2001

Transaction Amounts: N/A

Note: Currently an Internal online application used by ABC to renew alcoholic beverage servers licenses. Plans are to provide this application over the portal in the future.

Department: Environment & Conservation

Application Name: State Park Reservations

URL: <http://www.tennesseeanytime.org/parks/>

Date Deployed: January 2003

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
			2,454	3,400	5,854

Department: Labor & Workforce Development

Application Name: Case Management & Utilization Review

URL: <http://www.tennesseeanytime.org/cmur>

Date Deployed: January 2004

Transaction Amounts:

2000	2001	2002	2003	2004	Totals
				376	376

Department: Commerce & Insurance

Application Name: Auctioneer License Renewal

URL: <http://www.tennesseeanytime.org/tnauct>

Date Deployed: November 2004

Transaction Amounts: Agency anticipates 340 transactions in the first year or 20% adoption for 1700 annual transactions.

Note: The Department of Commerce and Insurance estimated the volume to be 340 transactions for year 1.

Department: Revenue

Application Name: Online Debit Payments

URL: <http://www.tennesseeanytime.org/taxdbt>

Date Deployed: November 2004

Transaction Amounts: Agency anticipates 6,600 transactions in the first year or 6% adoption for 110,000 annual transactions.

Note: The Department of Revenue estimated the volume to be 6,600 transactions for year 1.

Proposed Portal Application Abstracts

Department of Revenue

Local Governments Tax Return Portal Application

Overview: This Internet application will provide electronic filing on all locally collected taxes (Litigation, Business, Marriage License, Realty Transfer and Mortgage, and Sales tax on Auto/Boat sales).

Business Rules: The local clerks (e.g. county, circuit, criminal, etc.) will be able to file taxes over the Internet and make any associated tax payments via an automated clearinghouse (ACH) transaction. The Department of Revenue will work with the Portal Contractor to specify appropriate edit rules on the data entered to make sure the tax filing is correct. An online confirmation will be provided that will reflect the tax paid for the clerk or the taxpayer to retain for their records. The application will produce an interface file of accepted tax filings that will be passed to the State's mainframe for posting to the Revenue Integrated Tax System (RITS) system. Since these are business taxes, the clerks using this application will have to be authenticated using a user ID and password.

Legacy Application System: Revenue Integrated Tax System (RITS)

Computer Platform: Mainframe – IBM 360

Data Base Architecture: DB2 on the mainframe

Volume of Transaction: 5,000 per year

NOTE: This abstract is provided for information only and does not define all the requirements that may be necessary to complete this application. The Contractor will consult with the state agency to further define the specific requirements of the application.

Department of Revenue
Inheritance Short Form Portal Application

Overview: This Internet application will provide for electronic filing of the Inheritance Tax (short form) via the State's portal. Taxpayers will be able to electronically file their Inheritance Tax return and make the associated tax payment via an automated clearinghouse (ACH) transaction. The application will produce an interface file of accepted filings that will be passed to the mainframe for posting to the Revenue Integrated Tax System (RITS).

Business Rules: The Department of Revenue will work with the Portal Contractor to specify appropriate edit rules on the data entered to make sure the tax filing is correct. An online confirmation will be provided that will reflect the tax filed and/or paid for the taxpayer to retain for their records.

Legacy Application System: Revenue Integrated Tax System (RITS)

Computer Platform: Mainframe – IBM 360

Data Base Architecture: DB2 on the mainframe

Volume of Transactions: 3,333 per year

NOTE: This abstract is provided for information only and does not define all the requirements that may be necessary to complete this application. The Contractor will consult with the state agency to further define the specific requirements of the application.

Department of Safety

Online Motor Vehicle Tag Renewals

Overview: Some urban counties provide an online capability for citizens to renew their motor vehicle tags. The State is working with those counties to provide a link to their county web sites from the State Portal. Currently a link to Hamilton County's web site is provided. The State's expectation is that this link will further encourage online service delivery. For those counties that do not have this capability, particularly the rural counties, an application to perform this function would be extremely valuable and reduce the time it takes to accomplish this function.

Business Rules: A citizen would have to have an existing tag in order to submit a renewal request. The Department of Safety will work with the Portal Contractor to specify appropriate edit rules on the data entered to make sure the renewal is correct. An online confirmation will be provided that will reflect the tag renewed for the taxpayer to retain for their records.

Legacy Application System: Motor Vehicle Title and Registration

Computer Platform: Mainframe

Data Base Architecture: IMS on the mainframe

Volume of Transactions: 560,000 per year

NOTE: This abstract is provided for information only and does not define all the requirements that may be necessary to complete this application. The Contractor will consult with the state agency to further define the specific requirements of the application.

Department of Labor Workforce and Development

Boiler and Elevator Portal Application

Overview: Develop online boiler/elevator payment system.

Business Rules: Statements are sent out monthly for Boiler and Elevator inspection fees. This application would allow a customer to pay their fee online through the portal. The customer would enter information such as account ID, invoice number and amount owed that would be verified against the agency's database of customer information. Edits will be in place where business rules have been identified. A confirmation number will be given to the customer once the transaction is complete.

Legacy Application System: Payments are currently entered manually into FoxPro.

Computer Platform: This application will be re-written by the agency in Java and run on an Oracle database.

Data Base Architecture:

Volume of Transactions: Approximately 25,000 per year

NOTE: This abstract is provided for information only and does not define all the requirements that may be necessary to complete this application. The Contractor will consult with the state agency to further define the specific requirements of the application.

Department of Financial Institutions

Online Fees and Renewals

Overview: This would be an Internet application for renewing licenses or registration. The transactions will take place via the State Portal and would interface with the existing, or future, Regulatory Board System run by the Department of Financial Institutions. Financial Institutions can pay fees by an automated clearinghouse (ACH) transaction or credit card.

Business Rules: Financial Institutions will enter a login and password to authenticate the user. Business entity information will be entered online and edits will be in place where business rules have been identified. Online payments will be accepted. A confirmation number will be given to the financial institution once the transaction is complete.

Legacy Application System: Regulatory Board System

Computer Platform: Currently, Solaris; moving to .NET

Data Base Architecture: Currently, Informix; moving to Oracle

Volume of Transactions: 10,000-12,000 per year

NOTE: This abstract is provided for information only and does not define all the requirements that may be necessary to complete this application. The Contractor will consult with the state agency to further define the specific requirements of the application.

Department of Environment and Conservation

Environmental Licenses and Permits

Overview: The Department of Environment and Conservation is responsible for ensuring that water quality standards are upheld, ground water is protected, solid and hazardous waste is stored, treated and disposed of in environmentally safe ways and that municipal and industrial wastewater is discharge appropriately. The Department is planning to accept various license and permit applications and fees over the Portal to enhance the delivery of service. A business or citizen could complete an application and make the required payments electronically.

Business Rules: Identification of the appropriate license or permit process, verification of the identify of the license or permit holder may be required, verification of the entity requesting the license or permit, timeframe for the license or permit, and whether external documents required have been filed with the department before the application can be processed. Additional specific edits may be required depending upon the environmental program that issues the license or permit.

Additional requirements: After all business requirements are met including any license or permit application approvals, a request for payment authorization is obtained. If payment is authorized, create transactions to be sent to the legacy application for update. Provide customer with confirmation and/or receipt.

Legacy Application System: Various Environmental Databases

Computer Platform: Solaris or NT

Data Base Architecture: Oracle or ODBC compliant

Volume of Transactions:

NOTE: This abstract is provided for information only and does not define all the requirements that may be necessary to complete this application. The Contractor will consult with the state agency to further define the specific requirements of the application.

Billing Requirements

1.0 CD ROM

- 1.1 The State requires three (3) CD's (1 original and 2 duplicates) to be provided as invoicing on CD ROM to the Department of Finance and Administration, Billing Services by the last day of the month, following the transaction month, at no additional charge to the State of Tennessee. The CD provided must be compatible for use with computer equipment (hardware and software) used by the State and must be operational.
- 1.2 Billing Services will assist in the formatting of such CD invoicing to insure the proper information is in place. The CD ROM invoicing shall be delivered each month in lieu of paper invoicing covering the service on the contract.
- 1.3 The CD ROM must provide all billing information associated with each Portal transaction. The billing information on the CD ROM shall be matched with the contract line Portal codes used by the State.
- 1.4 All charges based on the appropriate line Portal code shall be presented on the CD invoicing and billing to the appropriate agency that incurred said charges.
- 1.4.1 The format of the billing CD must be provided to Billing Services, in writing, within thirty (30) days of award of contract. Format of the CD is required to be in a per transaction record. The following format is not inclusive and additional fields may be required as determined by the State as referenced in 1.2.
- 1.4.2 Format of Portal records:

01 IN-PORT-NICP-AREA.

**----- TYPE 010 -----

10 IN-PORT-DATA-10.

20 IN-PORT-REC-NUM	PIC 9(03). 01-03 (value 010)
20 IN-PORT-TRANS-TYPE	PIC X(06). 04-09 (portal number)
20 IN-PORT-DATE.	
30 IN-PORT-CC	PIC 9(02). 10-11
30 IN-PORT-YY	PIC 9(02). 12-13
30 IN-PORT-MM	PIC 9(02). 14-15
30 IN-PORT-DD	PIC 9(02). 16-17
20 IN-PORT-TIME.	
30 IN-PORT-HOUR	PIC 9(02). 18-19
30 IN-PORT-MIN	PIC 9(02). 20-21
30 IN-PORT-SEC	PIC 9(02). 22-23
20 IN-PORT-CHARGE-X.	
30 IN-PORT-CHARGE-AMT	PIC S9(06)V99. 24-31 (fee charged)
20 IN-PORT-DESCRIPT	PIC X(30). 32-61
20 IN-PORT-INVOICE	PIC X(08). 62-69 (must be unique in the system)
20 IN-PORT-PAYM-TYPE	PIC X(02). 70-71 (CC = credit card, CA = Cash) (EC = Electronic Check) (CK = Check, ES = Escrow)
20 FILLER	PIC X(29). 72-100

----- TYPE 020 -----

10 IN-PORT-DATA-20.

20 IN-PORT-REC-NUM-20	PIC 9(03). 01-03 (value 020)
20 IN-PORT-TRANS-TYPE-20	PIC X(06). 04-09 (portal number)
20 IN-PORT-TOTAL-TRANS-COUNT-20	PIC 9(10). 10-19
20 IN-PORT-TOTAL-TRANS-CHRG-20	PIC S9(10)V99. 20-31
20 FILLER	PIC X(69). 32-100

----- TYPE 030 -----

10 IN-PORT-DATA-30.

20 IN-PORT-REC-NUM-30	PIC 9(03). 01-03 (value 030)
20 IN-PORT-BILL-DATE.	
30 IN-PORT-BILL-MM	PIC 9(02). 04-05
30 IN-PORT-BILL-YYYY	PIC 9(04). 06-09
20 IN-PORT-TOTAL-TRANS-COUNT-30	PIC 9(10). 10-19
20 IN-PORT-TOTAL-TRANS-CHRG-30	PIC S9(10)V99. 20-31
20 FILLER	PIC X(69). 32-100

- 1.4.3 At the bottom of the billing records a summary record must be provided that summarizes the billing by each department's Portal(s) code(s) and the amount billed to each department's Portal(s) code(s).
- 1.5 Records that do not conform to the above criteria shall be rejected from the CD ROM received and must be credited to the State of Tennessee's account.
- 1.6 Rejected records can be submitted after correction, only during the current month's billing, by resubmission of a corrected billing CD. No resubmissions will be accepted after the final run of the current month's bill.
- 1.7 An operational sample of the CD must be provided and approved by the Department of Finance and Administration, Billing Services as functional within ninety (90) days of contract award.
- 1.8 Test Billing Files
 - 1.8.1 Within fourteen (14) days after an application's launch, the Portal vendor must submit a test billing CD containing the first five (5) days of activity from the launch date to Billing Services. See 1.4.2 for the format.
- 2.0 Billing/Invoices
 - 2.1 CD Invoices are to be sent to:

State of Tennessee
Department of Finance and Administration
Billing Services
20th Floor, WRS Tennessee Tower
312 8th Avenue North
Nashville, TN 37243
 - 2.2 If at anytime, the vendor is unable to submit accurate invoice information in the required format, the State of Tennessee, Department of Finance and Administration, Billing Services, may at its sole option refuse payment of vendor's invoice, or may delay payments without penalty.
 - 2.3 Paper Invoices. Time and material invoices are to be submitted, in triplicate, to the sponsor agency's fiscal director for verification and signature, and then to OIR's Portal Manager for verification and signature for payment authorization. All supporting documentation must accompany the invoice. After the approval process the invoice is submitted to Billing Services for payment.
- 3.0 Vendor Invoicing Contact (Vendor to Complete)

Name
Title
Address
City, State Zip Code
Telephone Number (including area code)
Fax Telephone Number (including area code)
Email address
- 3.1 This information shall be updated within Billing Services, when changes in personnel occur during the full contract term.
- 4.0 Billing Acceptance

- 4.1 Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State shall issue written notification of billing acceptance.

5.0 Remedies

- 5.1 Beginning ninety (90) days after the Contract start date, as defined in Contract Section B.1, the State will impose upon the vendor a Liquidated Damages Assessment of one thousand dollars (\$1,000.00) if a readable CD ROM for billing purposes is not delivered in a timely manner. Timely delivery is defined as the vendor delivering a readable CD ROM no later than the last day of the month following the transaction month. An additional Liquidated Damages Assessment of one hundred dollars (\$100.00) a day will be imposed on the vendor for each additional day beyond the aforementioned timely period that the vendor does not deliver to the State a readable CD ROM.